



performance
film & media insurance



YOUR PERFORMANCE
MEDIA INSURANCE POLICY

Services

Services

The following additional benefits are automatically included with Your policy cover.

Legal and tax Helpline

You have automatic access to our 24 hour legal and tax Helpline on **0345 300 1899**.

Our consultants will give you confidential advice over the phone on any legal or tax matter affecting your business under the laws of the United Kingdom. They will tell you what your legal rights are, what courses of action are available to you and whether you need to consult with your legal adviser.

There are no consultation fees; you only pay for the cost of the call.

Counselling Services – Tel: 0117 934 0105*

A counselling service is available for your staff to help them deal with situations such as bereavement, divorce, the threat of violence in the workplace and bullying at work.

Risk Solutions Helpline

The Risk Solutions Helpline aims to provide you with unlimited competent advice on risk management, compliance, security and health and safety issues, all at the end of a phone.

Staffed by qualified advisers, backed up with specialists and extensive library resources on many aspects of business risk, we can answer the majority of queries on the phone.

Also included is access to our 'Hardfacts' series of risk management advice sheets, which provide guidance on issues of relevance to the sector you trade in.

The Risk Solutions Helpline is available between 9.00am and 5.00pm Monday to Friday on **0345 366 66 66*** (with an answering service outside these times).

Preferred Supplier Scheme

Offers a range of discounted products and services to help you manage the risk to your business.

Products include:

- intruder and Fire alarms
- Sprinkler systems

- Fire extinguishers and fire safety signs
- Locks, bars, grilles and shutters

Every one of the preferred suppliers meets Aviva's own exacting standards of quality, service and commitment to customer satisfaction, so you know the products you get are the best for your business. We are able to offer substantial discounts by using our bulk purchasing power, passing on all of the savings to you.

Claims Service – Tel: 0800 015 1498*

A 24 hour, 365 days a year claims line, providing emergency assistance whenever it is required.

Notification of a claim triggers Aviva's Total Incident Management process. This enables you to get back to business as usual as rapidly as possible. Upon first notification a claims incident manager will be able to:

- Ensure appropriate help is dispatched quickly in order to minimise the impact of an event on your business. This could include glaziers, builders, plumbers, or computer recovery specialists
- Arrange for rapid replacement of stolen goods and equipment
- Set in motion any other steps required to resolve your claim in the quickest way possible.

www.cutredtape.co.uk

This is Aviva's free website offering many tools and resources to help you manage your business effectively. You'll get access to

- over 700 legal and business guides across HR, sales and marketing, finance, technology, law and risk management
- easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters
- discounts on Legal Services
- email alerts on changes in law, legislation and regulation.

To register, please visit www.cutredtape.co.uk and use the voucher code CRTAVIVA for exclusive discounts on a range of legal documents and services.

* For our joint protection telephone calls may be recorded and/or monitored

Introduction

Thank You for choosing Aviva as Your insurer.

This is Your Performance Media Insurance policy, setting out Your insurance protection in detail.

Your premium has been based upon the information shown in The Schedule and recorded in the written application You have signed and/or declaration You have made. Please read it carefully to make sure that it meets Your requirements and that the details on The Schedule are correct.

If after reading Your policy You have any questions, please contact Your insurance adviser.

Contents – a guide to Your policy

This policy booklet consists of individual Sections. It should be read in conjunction with The Schedule which indicates both the Sections You are insured under and gives precise details of the extent of Your insurance protection.

The Contract of Insurance

Important Information

Complaints Procedure

Policy Definitions

Sections which comprise Your policy

Policy Conditions

Policy Exceptions

The Contract of Insurance

The policy, the information you have provided, the application form and/or declaration made by You and The Schedule should be read together and form the contract of insurance between You, The Policyholder and Us Aviva.

In return for You having paid or agreed to pay the premium for the Period of Insurance, We will indemnify You by payment or, at Our option, by reinstatement or repair, in respect of loss, liability, destruction, damage, accident or injury to the extent of and subject to the terms contained in or endorsed on the policy.

Important

This policy is a legal contract. You must tell Us about any material circumstances which affect Your insurance and which have occurred either since the policy started or since the last renewal date.

A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, on what terms. If You are not sure whether a circumstance is material ask Your insurance adviser. If You fail to tell Us it could affect the extent of cover provided under the policy.

You should keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this policy.

Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then We agree that We may not rely on the non-compliance to exclude, limit or discharge Our liability under this policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Underwritten by,

Aviva Insurance Limited

Registered in Scotland No.2116.

Registered Office: Pitheavlis, Perth, Scotland PH2 0NH.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Important Information

Choice of Law

The appropriate law as set out below will apply unless You and the insurer agree otherwise:

- (1) The law applying in that part of the United Kingdom, the Channel Islands or the Isle of Man in which You normally live or (if applicable) the first named policyholder normally lives
or
- (2) In the case of a business, the law applying in that part of the United Kingdom, the Channel Islands or the Isle of Man where it has its principal place of business
or
- (3) Should neither of the above be applicable, the law of England and Wales will apply.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Customers with Disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If you require any of these formats please contact Performance, 1st Floor, Simpson House, 6 Cherry Orchard Road, Croydon, Surrey, CR9 6AZ.

Telephone Call Charges and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

Complaints Procedure

Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

What will happen if you complain

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting Performance, 1st Floor, Simpson House, 6 Cherry Orchard Road, Croydon, Surrey, CR9 6AZ. You can write or telephone 020 8256 4932 whichever suits you and ask your contact to review the problem.

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone:
0800 023 4567
(Calls from UK landlines and mobiles are free) or
0300 123 9123

Or simply log on to their website at
www.financial-ombudsman.org.uk.

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

The Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme ("FSCS"). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Further information about compensation scheme arrangements is available from the FSCS website www.fscs.org.uk.

Policy Definitions

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless an alternative definition is stated to apply. A defined word or phrase will start with a capital letter each time it appears in the policy.

Each Section of the policy contains definitions. They must be read in conjunction with the following Policy Definitions.

Computer and Electronic Equipment

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

Cyber Vandal

The person or persons, whether identified or not, responsible for, or involved with, creating a Virus or Similar Mechanism or a Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

Data

All information which is

- (1) electronically stored, or
- (2) electronically represented, or
- (3) contained on any current and back-up disks, tapes or other materials or devices used for the storage of data,

including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.

Data Storage Materials

Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.

Denial of Service Attack

Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but not limited to the generation of excess traffic into

network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.

Employee

Any person who is

- (1) under a contract of service or apprenticeship with You
- (2) borrowed by or hired to You
- (3) a labour master or supplied by a labour master
- (4) employed by labour only sub-contractors
- (5) self employed
- (6) under a work experience or training scheme
- (7) a voluntary helper

while working under Your control in connection with The Business

- (8) an outworker or homeworker when engaged in work on Your behalf.

Failure

Any partial or complete reduction in the

- (1) performance, or
 - (2) availability, or
 - (3) functionality, or
 - (4) the ability to recognise or process any date or time, of any
- (a) Computer and Electronic Equipment
 - (b) electronic means of communication
 - (c) web site.

Loss of Data

Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to Loss of Data resulting from loss or damage to Computers and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

Malicious Contingency

- (1) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances.
- (2) malicious persons other than thieves and Cyber Vandals.

Policy Definitions continued

Money

Current

- (1) coin, bank and currency notes
- (2) postal and money orders, bankers drafts cheques and giro cheques
- (3) crossed warrants, bills of exchanges and securities for money
- (4) postage, revenue, national insurance and holiday with pay stamps
- (5) national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions
- (6) credit company sales vouchers, luncheon vouchers and trading stamps
- (7) VAT invoices.

Period of Insurance

From the effective date until the expiry date (both shown in The Schedule) or any subsequent period for which We accept payment for renewal of this policy.

Specified Contingency

fire

lightning

explosion

aircraft and other aerial devices or articles dropped from them

earthquake

storm or flood

escape of water from any tank apparatus or pipe

falling trees

impact

escape of fuel from any fixed oil heating installation

The Business

Activities directly connected with the business specified in The Schedule.

The Premises

The premises specified in The Schedule.

The Schedule

The document which specifies details of The Policyholder, The Premises, Property Insured and any Excesses, Endorsements and Conditions applying to the policy.

Unoccupied

Any Building or Portion of a Building or a Residential Unit in a building that is

- (1) Untenanted or void and/or
- (2) Empty, vacant or disused

For a period in excess of 45 consecutive days

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.

We/Us/Our/Aviva

Aviva Insurance Limited

You/Your/The Policyholder

The persons, companies, partnerships or unincorporated associations named in The Schedule as The Policyholder.

Sections which comprise Your policy

Operative only if stated in The Schedule

Asset Protection

Property Damage - All Risks

Breakdown

Goods in Transit

Money and Assault

Revenue Protection

Business Interruption

Book Debts

Producers Indemnity

Post-Production Indemnity

Legal Liabilities

Employers' Liability

Public and Products Liability

Commercial Legal Protection

Directors and Officers Liability

Asset and Revenue Protection

Terrorism

Property Damage – All Risks Section

Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and will keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Areas of Unrest

Any country or area within a country which the Foreign and Commonwealth Office advises against travel to, including where advice is against travel unless on essential business.

Contingency Groups

- (a) fire, lightning explosion, aircraft, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances and earthquake
- (b) malicious persons, storm, flood, escape of water from any tank, apparatus or pipe, impact
- (c) all other insured Damage other than any Additional Contingency if applicable.

Damage

Accidental loss or destruction of or damage to the Property Insured.

Defined Contingency

fire

lightning

explosion

aircraft and other aerial devices or articles dropped from them

riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances

malicious persons other than thieves

earthquake

storm or flood

escape of water from any tank, apparatus or pipe
falling trees

impact

escape of fuel from any fixed oil heating installation.

Excess/Excesses

The amount or amounts shown in Your policy or The Schedule which We will deduct from each and every claim at each separate location and will be deducted after the application of Average. See Condition 1.

You will repay any such amount paid by Us.

Property Insured

Property insured as detailed in The Schedule.

Technical Equipment

Any audio/visual and associated equipment; including cameras, lenses, computers (including fixed disks, interconnected wiring, air conditioning and cooling equipment, generating and voltage regulating equipment, satellite and telecommunication links and computerised telephone exchanges, electronic access equipment, temperature and humidity recording equipment and Data Storage Materials used for processing, communicating and storing electronic data) and smart devices, lighting, grip, generators, drones but excluding cover for drones whilst being flown, staging, sets props and wardrobe used by You in connection with Your Business but excluding equipment used to control any manufacturing process.

Cover

We will indemnify You in respect of Damage occurring during the Period of Insurance.

We will not cover You in respect of journeys to Areas of Unrest unless You notify Us in advance of any travel to an Area of Unrest and We have given Our written agreement in advance.

The Sum Insured under each item other than items applying solely to fees, rent, removal of debris, private dwelling houses, churches or buildings in course of erection is separately subject to Average. See Condition 1.

The maximum We will pay under this Section in any one Period of Insurance will not exceed

- (1) the Sum Insured on each item
or
- (2) the Total Sum Insured
or
- (3) any other maximum amount payable or limit of liability specified in The Schedule.

Exceptions

The following exceptions apply to this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet).

We will not indemnify You in respect of

- (1) Damage caused by or consisting of
 - (a) an existing or hidden defect
 - (b) gradual deterioration or wear and tear
 - (c) frost or change in the water table level
 - (d) faulty design or faulty materials used in its construction
 - (e) faulty workmanship, operating error or omission by You or any Employee
 - (f) the bursting of
 - (i) a boiler
 - (ii) other equipment not being used for domestic purposes where the internal pressure is due to steam only and belongs to You or is under Your control.

However, We will indemnify You in respect of any subsequent Damage which results from a cause not otherwise excluded.

- (2) Damage caused by or consisting of
 - (a) (i) corrosion, rust or rot
 - (ii) shrinkage, evaporation or loss of weight
 - (iii) dampness or dryness
 - (iv) scratching
 - (v) vermin or insects
 - (vi) mould or fungus
 - (b) change in
 - (i) temperature
 - (ii) colour
 - (iii) flavour
 - (iv) texture or finish
 - (c) nipple or joint leakage or failure of welds
 - (d) cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associated piping

- (e) mechanical or electrical breakdown or derangement.

However, We will indemnify You in respect of

- (i) Damage not otherwise excluded which itself results from a Defined Contingency or any other accidental cause
- (ii) any subsequent Damage which itself results from a cause not otherwise excluded.

- (3) Damage caused by pollution or contamination.

However, We will indemnify You in respect of Damage, not otherwise excluded, caused by

- (a) pollution or contamination which results from a Defined Contingency
- (b) a Defined Contingency which results from pollution or contamination.

- (4) Damage caused by or consisting of

- (a) subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe
- (b) normal settlement of new structures
- (c) acts of fraud or dishonesty other than theft where possession is obtained by fraud, trick or false pretences.

- (d) (i) disappearance, not discovered and notified to Us within 60 days of the disappearance
- (ii) unexplained or inventory shortage.
- (iii) misfiling, misplacing of information or clerical error

- (5) Damage to a structure caused by its own collapse or cracking.

However, We will indemnify You in respect of such Damage if it results from a Defined Contingency and is not otherwise excluded.

- (6) Damage to

- (a) gates
- (b) fences by
 - (i) wind
 - (ii) rain, hail, sleet or snow
 - (iii) flood
 - (iv) dust.

However, We will indemnify You in respect of such Damage to sets, props and wardrobe, while in use.

<p>(7) (a) Damage by fire resulting from its undergoing any process involving the application of heat</p> <p>(b) Damage to that portion of any item caused by its own self ignition, leakage of electricity, short circuiting, or over-running</p> <p>(c) Damage resulting from its undergoing any process of</p> <p>(i) production or packaging</p> <p>(ii) treatment, testing or commissioning</p> <p>(iii) servicing or repair.</p> <p>However, We will indemnify You in respect of such Damage if it is caused by fire or explosion and is not otherwise excluded.</p> <p>(8) Damage while any building is unoccupied or disused caused by</p> <p>(a) escape of water from any tank, apparatus or pipe</p> <p>(b) malicious persons.</p> <p>However, We will indemnify You in respect of such Damage if it is caused by fire or explosion and is not otherwise excluded.</p> <p>(9) Damage in respect of china, earthenware, marble or other fragile objects not forming part of the Buildings, unless specifically mentioned in the Schedule.</p> <p>However, We will indemnify You in respect of such Damage if it results from a Defined Contingency and is not otherwise excluded.</p> <p>(10) Damage in respect of</p> <p>(a) accessories attached to a vehicle unless attached by a competent person</p> <p>(b) caravans or trailers</p> <p>(c) railway locomotives or rolling stock</p> <p>(d) watercraft or aircraft</p> <p>(e) property in the course of construction including materials for use in the construction</p> <p>(f) land, roads or pavements, piers, jetties, bridges, culverts or excavations</p> <p>(g) livestock</p> <p>(h) growing crops or trees</p> <p>(i) Money.</p>	<p>However, We will indemnify You in respect of Damage to such property if the property is specifically stated as insured in The Schedule and the Damage is not otherwise excluded.</p> <p>(11) (a) loss of use of Technical Equipment</p> <p>(b) Damage to Technical Equipment which is recoverable under any guarantee or maintenance rental hire or lease agreement</p> <p>(12) Damage</p> <p>(a) insured by any marine policy</p> <p>(b) which would be insured under any marine policy if this policy did not exist</p> <p>However, We will indemnify You in respect of Damage not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had this insurance not existed.</p> <p>(13) Damage more specifically insured by You or on Your behalf.</p> <p>(14) consequential loss or damage.</p> <p>However, We will indemnify You in respect of rent when this cover is specified in The Schedule and the Damage is not otherwise excluded.</p> <p>(15) Damage by pressure waves from aircraft or aerial devices travelling at sonic or supersonic speeds.</p> <p>(16) any Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss</p> <p>(a) Terrorism</p> <p>(b) civil commotion in Northern Ireland</p> <p>(c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.</p> <p>Terrorism means</p> <p>(i) in respect of Damage occurring in England Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987 nor the Isle of Man or the Channel Islands):</p> <p>acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing</p>
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or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto

(ii) in respect of Damage occurring in any territory not specified in (i) above:

any act or acts including but not limited to

- the use or threat of force and/or violence and/or
- harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes.

In any action suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section the burden of proving that any such Damage is covered under this Section will be upon You.

(17) the Excess as stated in The Schedule.

(18) We will not indemnify You in respect of

- (a) Theft while The Premises are unoccupied or disused
- (b) Theft in respect of
 - (i) cigarettes, cigars, tobacco, wines and spirits exceeding £1,000 in total
 - (ii) explosives
 - (iii) furs
 - (iv) gold and silver articles
 - (v) jewellery and precious stones
 - (vi) Money and bullion
 - (vii) non-ferrous metals
 - (viii) securities and bonds

unless specifically stated in The Schedule.

(c) Theft

- (i) where You or Your partners, directors or Employees or any member of Your household is involved as principal or accessory

(ii) caused by any person lawfully in The Premises

(iii) to glass

However We will indemnify You in respect of Damage to glass which is not insured elsewhere.

(19) Damage caused by disappearance which is not traceable to an event.

Conditions

The following conditions apply to this Section.

(Also refer to the Policy Conditions at the back of this policy booklet).

(1) Average

Where a Sum Insured is stated to be subject to average, this means that if at the time of Damage, the Sum Insured is less than the total value of the property, You will

- (a) be responsible for the difference
- (b) bear a proportionate share of the loss.

(2) Fire Extinguishing Appliances

If in relation to any claim for Damage caused by or resulting from fire, You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.

You must maintain all fire extinguishing appliances on The Premises in proper working order.

(3) Our Rights

If Damage occurs which may lead to a claim We may

- (a) enter or take possession of the building or The Premises
- (b) take possession of, or require to be delivered to Us, Property Insured which We will deal with in a reasonable manner without incurring liability or reducing our rights.

We will not pay for Damage if You or anyone acting on Your behalf

- (i) do not comply with Our requirements
- (ii) hinder or obstruct Us.

You are not entitled to abandon property to Us.

(4) Data Backup

You will

- (a) maintain Technical Equipment in a proper state of repair
- (b) take all reasonable precautions to prevent Damage to Technical Equipment or loss of data or programs
- (c) store data, software or programs and maintain adequate back up copies
 - (i) by backing up the original disks or media
 - (ii) by backing up the data produced by the software or programs no less than once every seven days or any other period agreed by Us
 - (iii) by ensuring the integrity of each data back up using operating system routines or checks produced by the software supplier
 - (iv) in a fire resistant data safe or in a secure location away from The Premises

and You will notify Us of changes which may alter or affect the risk.

(5) Obsolete Software or Programs

In the event of Damage to computer software which is insured by this Section, if the software manufacturer ceases to trade or support for the software or programs is withdrawn then We will consider the software or programs to be obsolete and Our liability shall be restricted to no more than the list price of the item subject to the Sum Insured as stated in The Schedule.

(6) Theft from Unattended Vehicles

If in relation to any claim for Damage by theft or attempted theft you have failed to fulfil any one of the following Conditions You will lose Your right to indemnity or payment for that claim.

You must ensure that when Technical Equipment is left unattended inside any road vehicle that;

- (i) The vehicle is securely locked and all security devices set into operation
- (ii) The Technical Equipment is concealed from view

We will not indemnify You in respect of theft or attempted theft from any unattended soft topped, open topped or open sided vehicle or trailer, unless accompanied by theft of the vehicle or trailer.

Subject otherwise to all usual Policy terms conditions and exceptions.

(7) Proof of Identity

If in relation to any Damage caused by theft or attempted theft where possession is gained by fraud, trick or false pretences, You have failed to fulfil any of the following conditions, You will lose Your right to indemnity for that claim.

Whenever You hire out Technical Equipment

- (a) You must ensure that 1 form of photographic identification is obtained from all hirers. Suitable forms of photographic identification are limited to either a valid passport, driving license or national identity card.
- (b) You must obtain 1 proof of address, being a current (issued within 3 months of the date of hire) utility bill or council tax invoice.
- (c) A hire agreement must be in force and must be signed by the hirer.
- (d) Copies of 1-3 above must be retained as part of your business records.

Clauses

All of the following clauses apply.

All Other Contents

This term includes

- (1) documents, manuscripts and business books
 - (2) computer systems records
 - (3) patterns, models, moulds, plans and designs
- but only for
- (a) the value of the materials
 - (b) the cost of labour and computer time spent in reproducing them.

The maximum We will pay in respect of computer systems records is £10,000.

We will not pay for

- (i) expenses in connection with producing information to be recorded
- (ii) the value to You of any information lost.

- (4) pedal cycles, tools and other personal items belonging to You, Your directors, Employees, customers or visitors but only if they are not otherwise insured.

The maximum We will pay for any one person's property is £1,000.

- (5) rare books or works of art but the maximum We will pay in respect of any one article is £1,000 and £10,000 in total for any one claim.

Technical Equipment

This term includes

Computer Systems Records

Cover for computer systems records is included

but only for

- (a) the value of the materials
- (b) the cost of labour and computer time spent in reproducing them.

The maximum We will pay in respect of computer systems records is £10,000

We will not pay for

- (i) expenses in connection with producing information to be recorded
- (ii) the value to You of any information lost.

Automatic Reinstatement of Sum Insured

The Sums Insured stated in The Schedule, will not be reduced by the amount of any claim unless We or You give notice to the contrary.

You must pay the additional premium required to reinstate the Sums Insured.

Basis of Claim Settlement – Reinstatement

Unless otherwise stated in The Schedule, in the event of Damage the basis upon which We will calculate the amount We will pay for any claim will be the reinstatement of the Property Insured lost, destroyed or damaged, subject to the following conditions

- (1) If Property Insured under any Buildings, Blocks of flats, Furniture, Machinery (excluding Technical Equipment) or Tenants alterations Item described in

The Schedule, other than pedal cycles, personal items, rent or motor vehicles if insured, is lost or destroyed, We will pay for its rebuilding or replacement by similar property in a condition as good as, but not better than or more extensive than, its condition when new.

If such Property Insured is damaged, We will pay for replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new. However, We will not pay more than We would have done if the property had been completely destroyed.

- (2) The Property Insured may be replaced on another site and in a manner suitable to Your needs, but this must not increase Our liability.
- (3) All work must begin and be carried out as quickly as possible.
- (4) If, at the time of rebuilding or replacement, 85% of what it would have cost to replace the whole of the Property Insured under that Item, is greater than the Sum Insured at the time the Damage occurred, You will be liable to bear a proportionate share of the loss.

- (5) We will not pay under this Clause

- (a) until You have incurred the cost of replacing or repairing the Property Insured
- (b) if You, or someone acting on Your behalf have insured the property under another policy which does not have a similar basis of reinstatement
- (c) if You do not comply with any of the terms of this Clause.

- (6) We will indemnify You in respect of Loss of Rent as insured under this Section resulting from the Building or any part of the Building

- (a) generating the rent received
or

- (b) for which rent is payable

being made unfit for The Business due to Damage insured by this Section.

The maximum amount that We will pay You under this clause will be the proportion of the Sum Insured which equals but does not exceed the proportion of the period of rent insured necessary to make the building fit for occupation.

Basis of Settlement – Technical Equipment

If Damage occurs to Technical Equipment We will calculate the amount payable as follows

- (a) When the Technical Equipment cannot be economically repaired We will replace with Equipment which is similar and has similar capacity. The condition of the new Technical Equipment will be equal to but no better or more extensive than the damaged Technical Equipment was when new. If We are unable to obtain Technical Equipment of a similar capacity We will replace the Technical Equipment with the next highest capacity.
- (b) When the Technical Equipment is repaired it will be to a condition the same as but no better or more extensive than its condition when new provided that
- (i) replacement or repair is undertaken within a reasonable time
 - (ii) where there is Damage to part of the Technical Equipment Our liability will not exceed the cost which would have been payable if the Technical Equipment had been totally replaced
 - (iii) no payment will be made until replacement or repair costs have actually been incurred
 - (iv) where for any reason a payment cannot be made in accordance with (a) and (b) Our liability will be arrived at as if this basis of settlement had not been incorporated and will be subject to the terms and conditions of the policy.

Capital Additions

We will indemnify You in respect of loss, destruction or damage to

- (1) newly built and/or newly acquired buildings and/or machinery
- (2) alterations, additions and improvements to buildings and/or machinery, but not in respect of any appreciation in value

situated anywhere in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

The maximum We will pay in respect of any one location, under this Clause is

- (a) 10% of the total Buildings and Machinery Sum Insured by this Section

Or

- (b) £500,000

whichever is lower.

You must provide Us with details of these extensions as soon as possible, but at least every six months and specifically insure such extensions with Us, from the date Our liability commenced.

Changing Locks

We will indemnify You in respect of the cost of changing locks at The Premises following loss of keys, including safe keys, by theft or attempted theft from

- (1) The Premises
- (2) Your home
- (3) Your directors homes
- (4) Your authorised Employees homes or while in Your custody or that of an Employee following theft involving violence or threat of violence to You or an Employee.

If the keys belong to a safe they must be

- (i) removed from The Premises overnight
- (ii) kept in a secure place away from the safe when You or an Employee occupies The Premises.

The maximum We will pay in respect of any one loss is £1,000.

Change of Occupancy

You must tell Us immediately if

- (1) any building stated in The Schedule becomes unoccupied or disused
- (2) any unoccupied or disused building stated in The Schedule, or any part of it becomes occupied.

Construction Heating and Occupation of the Buildings

Unless otherwise stated in The Schedule the buildings are

- (1) constructed of brick, stone or concrete
- (2) roofed with slates, tiles, concrete, metal or asbestos
- (3) heated by
 - (i) low pressure hot water or steam
 - (ii) oil fired space heaters fed from a fuel tank in the open
 - (iii) overhead gas or electrical appliances
 - (iv) gas or electric fires in offices only
- (4) occupied for the sole purpose of The Business and otherwise only as a private dwelling.

Contract Sale Price

If goods sold but not delivered, for which You are responsible, suffer Damage insured by this Section and because of this, the contract of sale is cancelled under the conditions of sale, Our liability will be on the basis of the contract price for the goods which have suffered Damage.

Any calculation for the purpose of Average will be on the basis of the contract price for all goods sold but not delivered, whether suffering Damage or not.

Customers Goods

The Stock and Materials in Trade Items stated in The Schedule extend to include

- (1) customers goods
- (2) goods for which Your customers are legally responsible,

while these goods are temporarily in Your custody or control and for which You have accepted responsibility but only to the extent they are not more specifically insured.

Debris Removal

Unless separately insured under this Section, the Sum Insured for each Item, other than rent if insured, includes costs and expenses You incur, with Our consent, for

- (1) removal of debris
- (2) dismantling or demolishing
- (3) shoring up or propping

of the parts of the property which have suffered Damage insured under this Section.

We will not indemnify You in respect of costs and expenses

- (a) incurred in removing debris from any where other than the site of the Damage and the area immediately adjacent to it
- (b) arising from pollution or contamination of property not insured by this Section
- (c) more specifically insured.

The maximum We will pay for costs and expenses in respect of Stock and Materials in Trade is £10,000.

Description of Property

In determining the Item under which property is insured, We will accept the description given in Your business records.

Drains

The Sum Insured for each Buildings and Machinery Item extends to include an amount necessarily and reasonably incurred by You, and which We agree to for cleaning and/or clearing of

- (1) drains
- (2) sewers
- (3) gutters

for which You are responsible, following Damage insured by this Section.

European Union and Public Authorities

Following Damage insured by this Section to any Item on Buildings, Blocks of flats, Furniture, Machinery or Tenants alterations Item described in The Schedule, We will pay the additional cost of reinstating the Property Insured necessary to comply with any

- (1) European Union Legislation
- (2) Act of Parliament
- (3) Bye-Laws of any public authority.

We will not indemnify You in respect of

- (a) costs incurred
 - (i) in respect of Damage not insured by this Section
 - (ii) where notice was served on You before the Damage occurred
 - (iii) where an existing requirement must be completed within a stipulated period
 - (iv) in respect of property or parts of the property, other than foundations (unless foundations are specifically excluded) which have not suffered Damage
- (b) any charge or assessment arising from capital appreciation following compliance with any legislation or Bye-Law.

The reinstatement of the Property Insured

- (1) must begin and be carried out as quickly as possible
- (2) may be carried out on another site and in a manner suitable to Your needs but this must not increase Our liability.

If Our liability under this Section is reduced by the application of any terms or conditions of this policy, Our liability under this Clause will similarly be reduced.

The maximum We will pay under this Clause in respect of any one item is the Item Sum Insured.

Exhibitions

We will indemnify You in respect of Damage to the Property Insured whilst at exhibitions which do not exceed seven days duration anywhere in Europe including whilst in transit thereto and therefrom.

The maximum We will pay is £10,000 for any one occurrence.

If in relation to any claim for Damage by theft or attempted theft You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim.

You must ensure that when Equipment excluding Portable Computer Equipment is left unattended inside any road vehicle

- (i) the vehicle is securely locked and all security devices set in operation
- (ii) the Equipment is concealed from view

We will not indemnify You in respect of theft or attempted theft of the Property Insured from any unattended soft topped, open topped or open sided vehicle or trailer, unless accompanied by theft of the vehicle or trailer.

Fire Brigade Damage

We will indemnify You in respect of costs and expenses necessarily incurred in reinstating or repairing landscape gardens and grounds following damage caused by Fire Brigade equipment or personnel in the course of combating fire.

The maximum We will pay in respect of any one claim is £10,000.

Fire Extinguishing Expenses

We will indemnify You in respect of costs and expenses incurred in refilling, recharging or replacing any

- (1) portable fire extinguishing appliances
- (2) local fire suppression system
- (3) fixed fire suppression system
- (4) sprinkler installation
- (5) sprinkler heads
- (6) the cylinders of any gas flooding systems

as a result of Damage as insured by this Section.

We will not indemnify You in respect of any costs and expenses recoverable from the maintenance company or fire service.

If in relation to any claim You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.

You must maintain all such equipment in accordance with the manufacturer's instruction under contract with a company which is acceptable to Us.

The maximum we will pay in respect of any one claim is £10,000.

Hire Agreement

If the Property Insured by this Section is the subject of hire agreements, We will include the interest of the owners in any indemnity provided by this Section. You must provide the name of any other interested party in the event of a claim

Hire Charges – Continuing

We will indemnify You in respect of Your contractual liability to pay continuing hire charges as a result of

Damage to any item of hired in equipment insured under this section where

- (i) We have made payment or We have admitted liability for such Damage
or
- (ii) We would have made payment or We would have admitted liability for such Damage but for the exclusion of losses below the Excess as stated in this section.

We will only provide indemnity from the date We are advised by You that continuing hire charges apply following Damage.

Indemnity to You will be limited to the same rate (or proportion thereof) payable by You, for the original hire period or as stated in the hire agreement at the time of the loss. The maximum We will pay is the sum insured shown in the schedule.

You must ensure that you minimise the potential extent of loss & claimable costs by settling any outstanding account with the owner of any equipment.

Hire Charges – Temporary Hire

We will indemnify You for any reasonable costs incurred with Our consent for the temporary hire of replacement equipment following Damage to equipment covered by this Section

The maximum We will pay is the sum insured shown in The Schedule.

Hired in Equipment

Hired in Equipment extends to include cover for equipment which is under the custody and control of You

The maximum We will pay in respect of Damage to Hired in Equipment is as shown in The Schedule.

Incompatibility of Software or Programs

When Damage to Technical Equipment results in the existing software or programs being incompatible with the replacement Technical Equipment We will at Our option indemnify You in respect of either

- (1) necessary modifications to the replacement Technical Equipment
- (2) the conversion of the existing software or programs into a format which is compatible with the replacement Technical Equipment and the cost of replacing incompatible Data Carrying Materials where necessary.

The maximum We will pay for any or all claims arising out of one cause is £50,000.

Lamps, Signs and Nameplates

We will indemnify You in respect of Damage to

- (a) lamps
- (b) signs
- (c) nameplates

at The Premises.

The maximum that We will pay in respect of any one item is £500.

Loss of Metered Water

We will pay for charges for which You are responsible, if water is accidentally discharged from a metered water system providing service to The Premises.

The maximum that We will pay in respect of any one claim is £10,000.

Machinery Re-erection Costs

The Sum Insured for each Machinery item extends to include the cost of re-erecting machinery following Damage insured by this Section.

Non-invalidations

The insurance by this Section will not be invalidated by any

- (1) act
or
- (2) omission
or
- (3) alteration

either unknown to You or beyond Your control which increases the risk of Damage.

However, You must

- (a) notify Us immediately You become aware of any such act, omission or alteration
and
- (b) pay any additional premium required.

Professional Fees

The Sum Insured for each Buildings, Blocks of flats, or Machinery Item(s) described in The Schedule includes an amount for professional fees necessarily incurred in reinstating or repairing the Property Insured, following Damage insured by this Section.

We will not indemnify You in respect of fees

- (1) more specifically insured
- (2) incurred in preparing a claim.

Services

Each Buildings, Blocks of flats, or Machinery Item(s) described in The Schedule includes service meters, pipes, cables and instruments which You own or for which You are responsible, associated to The Premises, while

- (a) in adjoining yards
- (b) on roadways
- (c) underground.

Subrogation Waiver

In the event of a claim arising under this Section, We agree to waive any rights, remedies or relief to which We may be entitled by subrogation against

- (1) any company whose relationship to You is either a parent to subsidiary or subsidiary to parent
- (2) any company which is a subsidiary of a parent company of which You are a subsidiary

as defined in, or within the meaning of the relevant Companies Act or Companies (N.I.) Order, current at the time of the Damage.

Temporary Removal for Cleaning or Renovation

We will indemnify You in respect of Damage insured by this Section other than to Stock and Materials in Trade, while temporarily removed for cleaning, renovation or repair or similar purposes

- (1) to another part of The Premises
- (2) to any other premises in England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man including whilst in transit by road, rail or inland waterway.

The maximum We will pay is 10% of the item Sum Insured after the deduction of the value of any building and Stock and Materials in trade included within the Item insured.

We will not indemnify You in respect of

- (a) property insured elsewhere
- (b) Damage occurring elsewhere than at The Premises to motor vehicles or motor chassis licensed for normal road use
- (c) property removed for more than 90 consecutive days unless We agree a longer period in writing.

Temporary Removal – Documents and Computer Systems Records

Where any item under this Section includes documents and computer systems records We will indemnify You in respect of Damage insured by this Section to such property while

- (1) temporarily removed to any premises not occupied by You
- (2) in transit by road, rail or inland waterway in England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.

The maximum We will pay is 10% of the total property described in this clause.

Theft Damage to Buildings

We will indemnify You in respect of Damage to buildings at The Premises, for which You are responsible by

- (1) theft or attempted theft involving entry to or exit from buildings by forcible and violent means
or
- (2) theft involving violence or threat of violence to You, Your partners, directors or Employees.

We will not indemnify You in respect of

- (a) Damage
 - (i) caused to any property other than buildings
 - (ii) caused by any person lawfully in the building
 - (iii) while the building is unoccupied or disused
 - (iv) more specifically insured
- (b) the Excess stated in The Schedule.

Trace and Access

We will pay reasonable costs and expenses incurred with Our consent

- (1) in locating the actual source of Damage
and
- (2) any repairs directly arising from (1)

caused by the escape of water from any tank, apparatus or pipe or leakage of fuel from any fixed oil heating installation, provided such Damage is insured by this Section.

We will not indemnify You in respect of costs or expenses incurred where Damage results solely from a change in the water table level.

The maximum We will pay is £10,000 in any one Period of Insurance.

Trade Samples

We will indemnify You in respect of Damage to trade samples whilst anywhere in Europe including whilst in transit thereto and therefrom.

The maximum We will pay is

- (1) £250 in respect of any one item
and
- (2) £5,000 for any one occurrence.

Transfer of Interest

If at the time of Damage to a Building insured under this Section You have entered into a contract to sell Your interest in it but

- (1) the contract has not yet been completed
and
- (2) the Building has not yet been insured by or on behalf of the purchaser
and
- (3) the purchase is subsequently completed.

We will indemnify the purchaser to the extent that this Section insures that Building.

This will not affect either Your or Our rights and liabilities up to the date of completion of the purchase.

Workmen

Repairs and minor structural alterations may be carried out at The Premises without affecting the Cover.

Property Damage – Additional Clause List A

The following Additional Clauses only apply if stated in The Schedule.

A Day One (Non Adjustable)

For each Item of Property Insured to which this clause applies (as stated in The Schedule).

- (1) The first and annual premiums are based upon the Declared Value as stated in The Schedule.

Declared Value shall mean:

Your assessment of the cost of reinstatement of the Property Insured arrived at in accordance with

paragraph (1) of the Basis of Settlement-Reinstatement Clause at the level of costs applying at the start of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with an allowance for

- (a) the additional cost of reinstatement to comply with
 - (i) European Union Legislation
 - (ii) Act of Parliament
 - (iii) Bye-Laws of any public authority
- (b) professional fees
- (c) debris removal costs.

The Declared Value incorporated in each Item is stated in The Schedule.

- (2) You must notify Us of the Declared Value at the start of each Period of Insurance.

If You fail to notify Us of the Declared Value at the start of any Period of Insurance, We will use the last Declared Value notified to Us for the following Period of Insurance.

- (3) Paragraphs (4) and (5) of the Basis of Settlement-Reinstatement Clause are restated as follows
- (4) if, at the time of the Damage, the Declared Value is less than the cost of reinstatement of the Property Insured, arrived at in accordance with paragraph (1) of this Clause, at the start of the Period of Insurance, Our liability for any Damage will be limited to that proportion which the Declared Value bears to the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (1) of this Clause.
- (5) We will not pay under this Clause
 - (a) until You have incurred the cost of replacing or repairing the property
 - (b) if You, or someone acting on Your behalf, have insured the property under another policy which does not have the same basis of reinstatement
 - (c) if You do not comply with any of the provisions of this Clause.

However the Sums Insured will be limited to 108% of the Declared Values stated in The Schedule.

- (4) The maximum We will pay in respect of each separate location subject to this Clause is as stated in The Schedule.

N Intruder Alarm System

For the purpose of this Additional Clause only the following definitions apply

Damage

Damage means loss or destruction of or damage to the Property Insured caused by fire, explosion, riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances, malicious persons, and theft.

Intruder Alarm System

An electrical installation to detect and indicate the presence, entry or attempted entry of an intruder into Protected Premises.

Protected Premises

The Premises or those portions of The Premises protected by the Intruder Alarm System.

Responsible Person

You or any person authorised by You to be responsible for the security of The Premises.

Keyholder

You or any person or keyholding company authorised by You who must be available at all times to accept notification of faults or alarm signals relating to the Intruder Alarm System, attend, and allow access to The Premises.

If in relation to any claim for Damage, as defined in this Additional Clause, You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

While the premises are unattended You must ensure that

- (1) The Premises are protected by an Intruder Alarm System and means of communication used to transmit signals from such an Intruder Alarm System designed, installed and maintained as agreed by Us.
- (2) the Protected Premises must not be left without at least one Responsible Person in attendance

(i) unless the Intruder Alarm System is set in its entirety with all means of communication used to transmit signals in full operation

(ii) if the police have withdrawn their response to alarm calls unless We agree otherwise.

- (3) in the event of notification of any activation of the Intruder Alarm System or interruption of any of the means of communication during any period that the Intruder Alarm System is set, a Keyholder shall attend The Premises as soon as reasonably possible, in order to confirm the security of The Premises and reset the Intruder Alarm System in its entirety. If the Intruder Alarm System cannot be reset in its entirety or all the means of communication used to transmit signals are not in full operation, a Keyholder must remain at The Premises unless We agree otherwise in writing.

- (4) You shall advise Us as soon as possible, and in any event not later than 10.00am on Our next working day,

(i) that police attendance in response to alarm signals/calls from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed

(ii) of notice from a Local Authority or Magistrate imposing any requirement for abatement of nuisance

(iii) that the Intruder Alarm System and the means of communication used to transmit signals from such installation cannot be returned to or maintained in full working order and You must comply with any of Our subsequent requirements.

- (5) No alteration or substitution of

(i) any part of the Intruder Alarm System

(ii) the structure of The Premises or changes to the layout of The Premises which would affect the effectiveness of the Intruder Alarm System

(iii) the means of communication used to transmit signals from the Intruder Alarm System

iv) the procedures agreed with Us for police or any other response to any activation of the Intruder Alarm System

(v) the maintenance contract

shall be made without Our written agreement.

- (6) You and each Keyholder must maintain secrecy of codes and security of keys and setting/unsetting devices for the operation of the Intruder Alarm System. All keys and other setting/unsetting devices for the Intruder Alarm System must be removed from The Premises when they are left unattended.
- (7) The Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or other such company, as agreed by Us.
- (8) You will appoint at least two Keyholders and lodge written details (which must be kept up to date) with the alarm company contracted to maintain the Intruder Alarm System, and with the police if they so require.

O Minimum Security Condition

If in relation to any claim for Damage caused by theft or attempted theft, occurring more than 30 days after the inception of this Section, You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must ensure that

- (1) Final exit doors are secured as follows
 - (a) timber doors – by mortice deadlocks having five or more levers or conforming to BS3621 with matching boxed striking plate
 - (b) aluminium doors – by cylinder mortice lock operating a swinging lock bolt
 - (c) PVCu doors – by key operated multi-point locking devices having three or more locking points
 - (d) the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom.

When The Premises are closed for business all locks fitted to final exit doors must be put into effect.
- (2) All other external doors and internal doors leading to common areas or other premises, are secured:
 - (i) by the means set out in (1), or
 - (ii) by key operated security bolts fitted top and bottom.
- (3) All opening windows or rooflights accessible from the ground or via roofs, pipework or other structures are secured by key operated locking devices or screwed permanently shut.

- (4) Any security measures stipulated or agreed by Us in writing.

S Visible Signs

We will not indemnify You in respect of Damage caused by theft or attempted theft unless there are visible signs of entry into or exit from The Premises by forcible and violent means.

Any door or window officially designated a fire exit by the Fire Authority is excluded from these requirements.

T Anti-Theft Devices

When Damage occurs to any anti-theft device which is permanently fitted to Technical Equipment We will indemnify You in respect of the costs incurred to replace or repair the device.

The maximum We will pay for any or all claims arising out of one cause is £10,000.

U Security Device

If in relation to any claim for Damage as insured by this Section You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.

In respect of Damage by theft or attempted theft, You must ensure that all computer processing units and printers are secured to either office furniture or the permanent building structure by a lockdown plate, entrapment or other similar anti-theft device approved by Us.

V Disappearance

If in relation to any claim for Damage as a result of disappearance whilst the Property Insured is removed from Your Premises You have failed to fulfil the following condition You will lose the right to indemnity or payment for that claim.

You must ensure that an inventory is made of all Property Insured removed from the Premises. This inventory must be kept for a minimum of 6 months following the return of the Property Insured to the Premises.

W Unattended Vehicle Theft Exclusion

This Section excludes Damage resulting from theft or attempted theft from any unattended Vehicle.

Additional Clause List B

All of the following Additional Clauses only apply if stated in The Schedule.

Automatic Sprinkler Systems – Parts A, B and C

If in relation to any claim for Damage caused by fire You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

When a discount has been allowed in consideration of an automatic sprinkler installation if You have failed to fulfil any of the following conditions, the discount may be removed and an additional premium charged to You.

Part A

You must

- (1) give Us advance notice, in writing, if any part of the system is to be altered, repaired or rendered inoperative.
- (2) tell Us immediately by telephone or facsimile in the event of any emergency and take precautions as advised by Us.
- (3) allow Us to have access to The Premises at all times to inspect or witness the testing of the system.

Part B

You must carry out

- (1) the following tests, checks or inspections at weekly intervals and promptly rectify any defects, faults or shortcomings revealed by such tests, checks and inspections
 - (a) a test of each installation alarm gong, recording the time taken for the alarm to sound.
 - (b) an inspection to ensure that all
 - (i) installation main stop valves
 - (ii) incoming water supply stop valves
 - (iii) subsidiary stop valves
 are fully opened and secured by means of a suitable strap and padlock.
 - (2) a test to establish the condition of
 - (a) the circuit between the alarm switch and the control unit
 - (b) the connection with the
 - (i) public fire station

- (ii) alarm receiving centre
- or

- (iii) public fire brigade control

Where the circuit is not continuously monitored these tests must be carried out each working day.

- (c) the batteries

A maintenance contract and a half yearly inspection of this signalling system must be kept in force with approved engineers.

- (3) a check of any alternate or dry installation valves for correct air pressure and settings, including

- (a) accelerators
- (b) exhausters
- (c) air compressors
- (d) ancillary valves.

- (4) a test of the automatic, and where provision has been made, the manual starting of the sprinkler water supply pump(s) ensuring that any diesel driven pump(s) is allowed to run for a period of not less than 30 minutes.

- (5) a check of the electrically driven pump(s) to ensure that all

- (a) isolators are correctly set
- (b) circuit breakers are correctly set
- (c) electrical supply phase indicators are illuminated.

- (6) a check of all the diesel driven pump(s)

- (a) engine oil level
- (b) fuel tank content
- (c) internal coolant circuits
- (d) battery electrolyte level
- (e) battery charger
- (f) oil hoses
- (g) water hoses
- (h) oil coolers
- (i) exhaust systems
- (j) turbo chargers
- (k) drive belt tensions.

Where replenishment or rectification is required this shall be carried out immediately on conclusion of the tests.

- (7) (a) a check of the
 - (i) air pressure tank water level
 - (ii) air pressure
- (b) a test of the air and water charging equipment.
- (8) a check
 - (a) of the water storage tank(s) water level
 - (b) of the automatic refilling mechanism
 - (c) that incoming supply valves are correctly set
 - (d) that incoming supply valves are functional and that any frost precautions are in operation.

Part C

You must display prominently at each sprinklered storage area a notice of the terms agreed with Us which specifies

- (1) the description of goods which may be stored
- (2) the type of storage
- (3) the maximum height of storage
- (4) the minimum permitted clearance between goods stored and the sprinkler deflectors

and comply with the terms of the notice.

Additional Contingencies

This Section extends to include the following Additional Contingencies, only if stated in The Schedule.

A Subsidence

We will indemnify You in respect of Damage at The Premises caused by subsidence or ground heave of the site of the Property Insured or landslip.

We will only indemnify You in respect of Damage to

- (a) forecourts, car parks, driveways, footpaths, swimming pools, terraces or patios
- (b) walls, gates, hedges or fences
 - (i) if such property is specifically insured by this Section and
 - (ii) if Damage also occurs to the building to which such property applies and that building is insured by this Section.

We will not indemnify You in respect of

- (1) Damage caused by
 - (a) collapse, cracking, shrinking or settlement of any building
 - (b) coastal or river erosion
 - (c) defective design or inadequate construction of foundations
 - (d) demolition, structural alteration or repair
 - (e) settlement or movement of made up ground.
- (2) Damage as a result of movement of solid floor slabs.

However, We will indemnify You in respect of Damage not otherwise excluded if there is Damage to the foundations beneath the exterior walls of The Premises at the same time.

- (3) the Excess stated in The Schedule.

- (b) the cost of removing and reinstating obstructions to replacing glass
- (c) the cost of replacing alarm foil, lettering, painting, embossing, silvering, or other ornamental work on glass occurring during the Period of Insurance.

The maximum that We will pay in respect of items 2(a), (b) and (c) is as stated in The Schedule in respect of the total of all losses during any one Period of Insurance.

- (3) breakage of fixed
 - (a) washhand basins, pedestals, baths, sinks
 - (b) lavatory bowls, bidets, cisterns
 - (c) shower trays, splashbacks at The Premises.

Exceptions

The following exceptions apply to this Section.

We will not indemnify You in respect of

- (1) Damage to glass in
 - (a) light fittings
 - (b) signs
 - (c) Stock and Materials in Trade or goods in trust
 - (d) vehicles
 - (e) vending machines
- (2) Damage to glass caused by
 - (a) scratching
 - (b) gradual deterioration or wear and tear
 - (c) change in colour or finish
- (3) breakage of glass
 - (a) while The Premises are unoccupied or disused
 - (b) in transit or while being fitted
 - (c) by workmen carrying out alterations or repairs to The Premises

D Glass

Cover

We will indemnify You in respect of

- (1) breakage (including the cost of boarding up) of glass at The Premises
- (2) (a) Damage at The Premises to
 - (i) contents of display windows
 - (ii) window and door frames

Asset Protection Property Damage – Additional Conditions

The following additional conditions only apply if the letter set against them appears in The Schedule.

(Also refer to the Conditions contained in these Sections and the Policy Conditions at the back of this policy booklet).

F Firebreak Doors & Shutters

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) close all firebreak doors and shutters outside of business hours
- (b) keep all firebreak doors and shutters in efficient working order.

G Portable Space Heaters

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) not place portable space heaters
 - (i) where they are liable to be overturned or suffer mechanical damage
 - (ii) where flammable atmospheres exist
 - (iii) on combustible surfaces
- (b) keep portable space heaters clear of combustible materials
- (c) maintain a clear space of at least one metre around the portable space heater by using a non-combustible guard.

Q Unoccupied Premises – Non Sprinklered

If in relation to any claim for Damage in respect of any unoccupied or disused buildings, You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) carry out internal and external inspections of the buildings at least every 7 days
 - (i) maintain a weekly log of such inspections
 - (ii) as soon as possible, repair or arrange to be repaired, any defects found
 - (iii) carry out a monthly management check of the weekly inspections log.
- (b) remove all waste, combustible materials and gas bottles, either within or outside the buildings, from The Premises

- (c) securely lock all external doors, close and secure all windows, and secure and seal all letter boxes and openings
- (d) turn off all sources of power, fuel and water at the mains and wherever possible, chain and padlock the isolation valves

However, where the buildings are protected by an Intruder Alarm System, You must provide sufficient power to operate the system.

- (e) advise Us immediately if the buildings are to be occupied by contractors for renovation, alteration or conversion purposes or if the buildings are to become occupied or used.

S Stock Storage – Basements and Ground Floors

If in relation to any claim You have failed to fulfil the following condition You will lose Your right to indemnity or payment for that claim.

You must ensure that all stock stored in basements and/or on the ground floors of The Premises is stored at least 75mm above floor level.

T Stock Storage – Basements only

If in relation to any claim You have failed to fulfil the following condition You will lose Your right to indemnity or payment for that claim.

You must ensure that all stock stored in basements of The Premises is stored at least 75mm above floor level.

Breakdown Section

Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Accident

- (1) Damage which is insured under this Section.
- (2) Damage which is recoverable under a guarantee, maintenance, rental, hire or lease agreement on the Equipment.
- (3) Damage to Computer Equipment which is not subject to a Maintenance Agreement arising from its own Breakdown or derangement
- (4) Operator error

Breakdown

The breaking, distortion or burning out of any part of the Equipment which occurs whilst the Equipment is being used normally, arising from any mechanical, electrical or electronic defect in the Equipment.

Damage

Loss, destruction or damage

Equipment

The following items specified as insured in The Schedule which belong to You or for which You are responsible including software or programs contained in or for use with the Equipment.

1 Computer Equipment

equipment including

- (a) fixed disks
- (b) interconnected wiring
- (c) air conditioning and cooling equipment
- (d) generating and voltage regulating equipment
- (e) satellite, telecommunication links and computerised telephone exchanges
- (f) electronic access equipment
- (g) temperature and humidity recording equipment

(h) Data Storage Materials

used for processing, communicating and storing electronic data.

2 Other plant, machinery and equipment

We will not indemnify You in respect of

- (1) Equipment held as stock for sale.
- (2) customers' Equipment.
- (3) Computer Equipment which controls or monitors any manufacturing process.
- (4) Equipment which is more specifically insured.
- (5) non-metallic or refractory linings
- (6)
 - (i) cutting edges or extrusion heads
 - (ii) moulds, patterns or dies
 - (iii) heating elements
 - (iv) cables, ropes, belts or chains
 - (v) light sourcesunless these require replacement as a result of Damage for which We have admitted liability
- (7) supporting or enclosing structures, foundations, masonry or brickwork
- (8) any power unit, used only for road or site mobility, where Damage is caused solely by Breakdown
- (9) spare parts unless specified in The Schedule

The Excess

The amount or amounts shown in Your policy or The Schedule which We will deduct from each and every claim. If applicable, the amount deducted will be after the application of Average.

You will repay any such amount paid by Us.

Maintenance Agreement

A contract providing on-call remedial or corrective maintenance which includes the cost of parts and labour.

Damage to Equipment

Cover

We will indemnify You in respect of Damage to the Equipment caused by Breakdown or operator error occurring during the Period of Insurance.

Asset Protection Breakdown

The maximum We will pay in any one Period of Insurance will be the Sum Insured on the item and any additional sums stated by a clause.

Exceptions

The following exceptions apply to Damage to Equipment.

(Also refer to the Section Exceptions at the end of this Section and the Policy Exceptions at the back of this policy booklet).

We will not indemnify You in respect of

- (1) Damage to Equipment which is recoverable under any guarantee or maintenance rental hire or lease agreement.
- (2) Damage to Computer Equipment which is not subject to a Maintenance Agreement arising from its own breakdown or derangement.
- (3) Damage to experimental or prototype Equipment.
- (4) Damage caused by the chipping of painted surfaces or scratching of any surfaces.
- (5) the cost of reinstating data.
- (6) the cost of any maintenance work.
- (7) loss of use of the Property Insured or other consequential loss or liability.
- (8) The Excess stated in The Schedule.

Conditions

This Section is subject to the Section Conditions at the back of this Section and the Policy Conditions at the back of this policy booklet.

Average

If at the time of Damage the Sum Insured plus the value of any Equipment insured under the Additional Equipment Clause is less than 85% of the total new replacement value of Equipment You will

- (a) be responsible for the difference
- (b) bear a proportionate part of the loss

Clauses

The following clauses apply to Damage to Equipment.

Additional Equipment

We will indemnify You in respect of Damage to additional Equipment acquired in the Period of Insurance.

The maximum We will pay in respect of any one location is

- (1) 25% of the Sum Insured specified in The Schedule under Damage to Equipment
- or
- (2) £250,000

whichever is the lower.

You must provide Us with details of such additional Equipment as soon as possible and specifically insure such property with Us from the date Our liability commenced for an agreed additional premium.

Additional Interests

Where the Equipment is the subject of hire purchase lease or other agreements and the interest of those other parties to these agreements is noted under this policy. The nature and extent of such interests must be disclosed to Us in the event of any Damage.

Basis of Settlement and Average

In the event of Damage to the Property Insured, the basis upon which We will calculate the amount We will pay for any claim will be as follows.

Where the Property Insured

- (a) cannot be repaired economically We will pay for its replacement with Equipment which is similar and has similar capacity to a condition as good as, but not better or more extensive than, its condition when new. If Equipment of a similar capacity is unavailable then We will pay for Equipment with the next highest capacity.
- (b) is repaired it will be to a condition as good as, but not better or more extensive than, its condition when new.

However, We will not pay more than We would have done if the Equipment had been completely destroyed.

The work of reinstatement

- (1) may be carried out on another site and in a manner suitable to Your needs, but this must not increase our liability
- (2) must begin and be carried out as quickly as possible

We will not make any payment under this clause

- (1) until replacement or repair costs have actually been incurred

Asset Protection Breakdown

- (2) if You do not comply with any of the terms of this clause

If, for any reason, a payment cannot be made in accordance with the provisions of this clause, the basis of claim settlement will be as stated in the Contract of Insurance at the front of this policy booklet.

Business Interruption

When a Business Interruption Section is insured by this Policy We will indemnify You in respect of interruption or interference with The Business caused by an Accident to the extent that such a loss would be covered under the Business Interruption section if an Accident was insured under that Section.

The maximum We will pay in respect of any one claim is £250,000.

We will not indemnify You in respect

- (1) of interruption or interference to The Business during the first
 - (a) 48 hours following Breakdown of Computer Equipment which is not subject to a Maintenance Agreement.
 - (b) 24 hours in respect of all other loss or Damage
- (2) the cost of reinstating data or programs

Debris Removal

We will indemnify You in respect of the costs incurred in the removal of Equipment which has suffered Damage under this Section.

The maximum We will pay in respect of any one claim is £50,000.

European Union and Public Authorities

We will pay the additional cost of reinstating the Equipment necessary to comply with any

- (1) European Community legislation
- (2) Act of Parliament
- (3) byelaws of any public authority

in the event of Damage to Equipment insured under this Section.

We will not indemnify You in respect of

- (1) costs incurred
 - (a) where notice was served on You before the Damage occurred.

- (b) where an existing requirement must be completed within a stipulated period.

- (c) for Equipment which has not suffered Damage.

- (2) any charge or assessment arising from capital appreciation following compliance with any legislation or byelaw.

The reinstatement of the Equipment

- (1) must begin and be carried out as quickly as possible.
- (2) may be carried out on another site and in a manner suitable to Your needs but this must not increase Our liability.

However, the maximum We will pay will not exceed the item Sum Insured specified in The Schedule under Damage to Equipment.

Incompatibility of Software or Programs

Where Damage to Computer Equipment results in the existing software or programs being incompatible with the replacement Computer Equipment We will at Our option indemnify You in respect of either

- (1) necessary modifications to the replacement Equipment
 - or
- (2) the conversion of the existing software or programs into a format which is compatible with the replacement Computer Equipment, and the necessary cost of replacing incompatible Data Carrying Materials.

The maximum We will pay in respect of any one claim is

- (1) the Sum Insured specified in The Schedule under Damage to Equipment
 - or
- (2) £50,000

whichever is the lower.

Loss Avoidance Measures

We will indemnify You in respect of any costs necessarily and reasonably incurred by You to avoid or reduce inevitable Damage provided that

- (1) the impending Damage does not arise from any reasonably foreseeable or gradually developing cause and We are satisfied that Damage has been avoided or reduced as a result of the measures taken

Asset Protection Breakdown

- (2) the policy terms, exceptions and conditions will apply as if Damage had occurred.

The maximum We will pay in respect of any one claim is £25,000.

Non-invalidating

The insurance by this Section will not be invalidated by any act, omission or alteration either unknown to You or beyond Your control which increases the risk of Damage.

However, You must

- (a) notify Us immediately You become aware of any such act, omission or alteration and
- (b) pay any additional premium We require.

Repair Investigation Costs

We will indemnify You in respect of any repair investigation costs including consulting engineer fees, necessarily and reasonably incurred with Our consent in the repair or replacement of Property Insured which has suffered Damage.

The maximum We will pay in respect of any one claim is £25,000.

We will not indemnify You in respect of the costs of preparing a claim.

Software or Programs

We will indemnify You in respect of the cost of reinstating software or programs arising from erasure, distortion or corruption occurring and identified during the Period of Insurance and resulting from an identifiable event which is covered under this Section and not otherwise excluded.

Temporary Hire of Replacement Plant or Machinery

We will indemnify You in respect of costs and expenses incurred with Our consent for the temporary hire or rental of replacement Plant or Machinery following Damage which is insured under this Section.

We will not indemnify You in respect of any hire or rental costs incurred in the first 48 hours immediately following Damage.

The maximum We will pay in respect of any one claim is £25,000.

Temporary Repair and Expediting Costs

We will, at Our option, indemnify You in respect of the additional costs necessarily and reasonably incurred in making temporary repairs or accelerating repairs in the event of Damage insured under this Section to the Property Insured.

The maximum We will pay in respect of any one claim is £50,000.

Waste Electrical and Electronic Equipment Disposal Costs

We will indemnify You in respect of any costs necessarily and reasonably incurred by You in complying with the Waste Electrical and Electronic Equipment Regulations in respect of Computer Equipment following Damage insured under this Section.

The maximum We will pay in respect of any one claim is £25,000.

We will not indemnify you in respect of costs that You accept responsibility for as part of a contract to purchase new Computer Equipment.

Reinstatement of Data

Cover

We will indemnify You in respect of the necessary and reasonable costs of reinstating data contained in Data Storage Materials and fixed disks resulting from Damage from an identifiable cause which is discovered during the Period of Insurance.

The maximum We will pay in any Period of Insurance will be £50,000.

Exceptions

The following exceptions apply to Reinstatement of Data.

(Also refer to the Section Exceptions at the end of this Section and the Policy Exceptions at the back of this policy booklet).

We will not indemnify You in respect of

- (1) (a) loss of
- (b) loss of use of
- (c) inaccessibility of

data or programs arising from pre-existing faults in or the unsuitability of programs or computer systems software.

Asset Protection Breakdown

- (2) Reinstatement of Data resulting from
 - (a) any accidental failure of the telecommunication links
 - (b) any accidental failure of Your electricity supply caused by
 - (i) a deliberate act of any supply authority not performed for the sole purpose of safeguarding life or protecting any part of the supply authority's system
 - (ii) the exercise of any supply authority's power to withdraw or restrict supply or services
 - (iii) industrial action
- (3) any accidental failure of the telecommunication links caused by
 - (a) Equipment which is not
 - (i) properly installed or compatible with the telecommunications system provided by Your telecommunication services supplier.
 - (ii) recognised and approved by Your telecommunication services supplier.
 - (b) failure of any satellite
 - (i) prior to obtaining its full operating function.
 - (ii) while in or beyond the final year of its design life.
 - (c) atmosphere, solar or lunar conditions causing temporary interference with transmission to or from any satellite.
- (4) The Excess stated in the Schedule

Clauses

The following clauses apply to Reinstatement of Data.

Incompatibility of Data

Where Damage to the Equipment results in the existing data being incompatible with the replacement Equipment, We will indemnify You in respect of the cost of conversion of the existing data into a format which is compatible with the replacement Equipment.

The maximum We will pay in respect of any one claim is £50,000.

Payments on Account

Claims payments on account may be made to You, if required.

Research And Development Costs

We will indemnify You against the cost of re-writing data processing research and development projects to the stage reached immediately prior to the occurrence of the Damage

The maximum We will pay in respect of any one claim is £25,000.

We will not indemnify You in respect of any benefit to You which would have been obtained from the completion of the project had the Accident not occurred

Virus Seek and Destroy Costs

We will indemnify you in respect of costs necessarily and reasonably incurred by You to locate and remove a detectable Virus or Similar Mechanism contained in any Equipment or Data Storage Materials.

The maximum We will pay in respect of any one claim is £25,000.

Exceptions

The following exceptions apply to this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet).

We will not indemnify You in respect of

- (1) loss or Damage or interruption to or interference with The Business caused by or consisting of
 - (a) fire, lightning or explosion
 - (b) aircraft or aerial devices or articles dropped from them
 - (c) storm, flood or inundation from the sea
 - (d) escape of water from any tank apparatus or pipe
 - (e) subsidence, ground heave or landslip
 - (f) theft or attempted theftregardless of any other contributory cause.
- (g) Your wilful act or wilful neglect
- (h) (i) gradual deterioration due to atmospheric conditions or otherwise, rust corrosion or oxidation
- (ii) wear and tear
- (iii) gradually developing defects, flaws, deformation, distortion, cracks or partial fractures

- (iv) gradually developing defects, flaws, deformation, distortion, cracks or partial fractures

- (v) loose parts or defective joints or seams

However We will indemnify You for any subsequent Damage to Equipment resulting from such cause not otherwise excluded

- (i) any test, experiment or routine inspection
- (j) the imposition of abnormal working conditions including intentional overloading unless occurring without Your knowledge or consent

Conditions

The following conditions apply to this Section.

(Also refer to the Policy Conditions at the back of this policy booklet).

(1) Data Backup

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must store data, software or programs and maintain adequate backup copies by backing up

- (1) the original disks or media and storing in a fire resistant data safe or in a secure location away from The Premises.
- (2) all data produced by the software or programs no less than once a day or any other period agreed by Us. The integrity of each data backup must be validated using operating system routines or checks produced by the software supplier.

(2) Firewall

If in relation to any claim You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.

You must ensure that Equipment that is connected to the internet is protected by a suitable firewall which is regularly maintained and in full and effective operation at the time of a loss.

(3) Prevention of Loss

If in relation to any claim You have failed to fulfil the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) maintain the Equipment in a satisfactory state of repair
- (b) take all reasonable precautions to prevent Damage to the Equipment and loss of data or programs

(4) Virus

If in relation to any claim You have failed to fulfil the following conditions, You will lose Your right to indemnity or payment for that claim.

You must install suitable virus protection software and ensure that it is

- (a) updated at intervals of at least once a month and
- (b) in full and effective operation at the time of a loss.

(5) Option for Settlement

We may at Our option

- (a) repair, reinstate or replace any equipment damaged
- or
- (b) pay the amount of the Damage.

We will not indemnify You in respect of

- (i) temporary repairs carried out without Our consent
- (ii) the cost of any alterations, additions, improvements or overhauls carried out when any repair is undertaken.

(6) Our Rights

If Damage occurs which may lead to a claim We may

- (a) enter the building or premises
- (b) take possession of, or require to be delivered to Us, equipment which We will deal with in a reasonable manner

without incurring liability or reducing Our rights.

We will not indemnify You if You or anyone acting on Your behalf

- (i) do not comply with Our requirements
- (ii) hinder or obstruct Us.

(7) Suspension of Cover

We may suspend cover by notice in writing to You until any requirement We have stipulated has been completed by You. Cover will only be reinstated following written notice by Us.

If cover is suspended We will refund a proportionate part of the premium.

Clauses

The following Clauses apply to this Section

Automatic Reinstatement of Sum Insured

The Sums Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary.

You must pay the additional premium required to reinstate the Sums Insured.

Subrogation Waiver

In the of a claim arising under this Section, We Agree to waive any rights, remedies or relief to which we may be entitled by subrogation against

- (1) any company whose relationship to You is either a parent to subsidiary or subsidiary to parent
- (2) any company which is a subsidiary of a parent company of which You are a subsidiary
as defined in, or within the meaning of the relevant Companies Act or Companies (N.I.) Order, current at the time of the Damage
- (3) any user of the Equipment authorised by You
provided that
 - (a) such users observe fulfil and are subject to the terms conditions and limitations of this Policy
 - (b) You do not receive any form of indemnity or damages from such users

Goods in Transit Section

Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and will keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Damage

Loss or destruction of or damage to the Property Insured.

Excess/Excesses

The amount or amounts shown in Your policy or The Schedule which We will deduct for each and every claim after the application of Average. See Condition 2. You will repay any such amount paid by Us.

Means of Transit

As stated in The Schedule

Occurrence

An event, or number of events, arising from a single cause or occurrence occurring during the Period of Insurance.

Vehicle

Any motor vehicle and/or trailer and/or container which You own or operate.

Personal Effects

Personal possessions excluding cash, bank notes, credit cards, watches and jewellery.

Property Insured

General merchandise connected with The Business owned by You or which You are responsible for.

Territorial Limits

England, Wales and Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.

Tools

Tools, tool kits or test equipment which You own or are hired by You or used by You in connection with The Business and for which You are responsible.

Cover

We will indemnify You in respect of

(1) Damage

- (a) while in transit by the Means of Transit including
 - (i) loading and unloading
 - (ii) whilst temporarily stored during transit.

The maximum We will pay in respect of any one Occurrence is the Limit of Liability as stated in The Schedule.

- (b) to Your own sheets, ropes, chains, toggles or packing materials while carried on any Vehicle.

We will replace sheets as new if You prove that these were not more than one year old at the time of the Damage.

- (c) to You or Your drivers' Personal Effects in, or from, any Vehicle.

The maximum We will pay in respect of any one person for any one Occurrence is £500.

We will not indemnify You or Your driver for Damage to any item insured by any other insurance policy.

- (d) to Tools

- (i) in or from any Vehicle
- (ii) whilst temporarily stored during transit.

The maximum We will pay in respect of any one Occurrence is the Tools Limit of Liability as stated in The Schedule.

(2) Debris Removal

Costs and expenses incurred by You with Our consent

- (a) in removing debris
- (b) in site clearance
- (c) for transhipment and recovery charges following collision, overturning or impact of any Vehicle with any object.
- (d) to reduce or prevent claims.

in the Territorial Limits in connection with The Business.

The maximum We will pay in respect of any one occurrence is £10,000.

Exceptions

The following exceptions apply to this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet).

We will not provide indemnity in respect of

- (1) Damage caused by
 - (a) defective or inadequate packing, insulation or labelling
 - (b) evaporation or ordinary leakage
 - (c) vermin, wear, tear, gradual deterioration or contamination
 - (d) an existing or hidden defect
 - (e) delay
 - (f) inadequate documentation
 - (g) indirect or consequential loss
 - (h) its' own
 - (i) mechanical
 - (ii) electrical
 - (iii) electronic
 - (iv) electro magnetic derangement.

However, We will indemnify You if such Damage is caused by external means.
- (2) shortage in weight.
- (3) Damage caused by deterioration or variation in temperature.

However we will indemnify You if such Damage is caused as a result of any Vehicle being directly involved in a road traffic accident.
- (4) Damage arising from
 - (a) confiscation, requisition or destruction by order of any government or any public authority
 - (b) riot, civil commotion, strikes, lockouts or labour disturbances.
- (5) Damage
 - (a) occurring outside the Territorial Limits
 - (b) not connected with The Business.
- (6) Damage to
 - (a) audio and visual equipment

- (b) clocks and watches
- (c) computer hardware and software
- (d) explosives
- (e) furs and curios
- (f) gold and silver articles
- (g) jewellery and precious stones
- (h) living creatures
- (i) Money and bullion
- (j) non ferrous metals
- (k) rare books and works of art
- (l) tobaccos, cigars and cigarettes
- (m) wines and spirits

However, We will indemnify You in respect of Damage to such property if the property is specifically stated as insured in The Schedule and the Damage is not otherwise excluded.

- (7) Damage caused by theft or attempted theft of the Property Insured and/or Tools or Personal Effects from any unattended Vehicle being any Vehicle with no person in charge, or keeping the Vehicle under observation, and able to observe or prevent any attempt by any person to interfere with the Vehicle.

However, We will indemnify You if You have ensured that

 - (a) all doors, windows and other points of access have been locked where locks have been fitted and
 - (b) all manufacturers' security devices have been put into effect and
 - (c) the keys have been removed from any unattended Vehicle and
 - (d) unattached trailers have anti-hitching devices fitted and they are put into effect.
- (8) Damage including to, Tools or Personal Effects, while temporarily stored during transit for periods exceeding thirty consecutive days.
- (9) property in transit for hire or reward.
- (10) the Excess as stated in The Schedule.

Conditions

The following conditions apply to this Section.

(Also refer to the Policy Conditions at the back of this policy booklet).

(1) Automatic Reinstatement

The Limit of Liability stated in The Schedule will not be reduced by the amount of any claim unless We give You or You give Us written notice to the contrary.

You must pay the additional premium needed to reinstate the Limit of Liability.

(2) Average

If at the time of Damage, the Limit of Liability for the Property Insured, other than under 1(b), 1(c) and 1(d) above, or Tools stated in The Schedule is less than the value at risk You will

- (a) be responsible for the difference in value and
- (b) bear a rateable proportion of any loss.

(3) Declarations

The insurance on the Property Insured is subject to the following The first and annual premiums paid are provisional.

- (a) You must declare to Us the actual value of the property in transit for the Period of Insurance within one month of the expiry of the Period of Insurance.
- (b) At the end of each Period of Insurance We will calculate the actual premium by applying the rate to the average amount declared.
- (c) If the actual premium is more than the provisional premium paid, You will pay the difference.

If the actual premium is less than the provisional premium paid, We will refund the difference.

- (d) Every insurance on the Property Insured must be similar in wording with this insurance.

(4) Reasonable Care

If in relation to any claim, You have failed to comply with any of the following conditions, You may lose Your right to indemnity, or payment for that claim.

You must

- (a) only employ reliable and competent drivers and
- (b) take all reasonable measures to
 - (i) prevent Damage
 - (ii) secure loads properly
 - (iii) maintain any Vehicle in accordance with current law
 - (iv) ensure any Vehicle is suitable for the purpose for which it is to be used
- (c) allow Us access to examine any Vehicle which You operate or premises from which You operate.

(5) Substitution of Vehicles

Where Vehicles are individually specified in The Schedule, We will insure, subject to the Limit of Liability, and any other terms and conditions applicable to the original Vehicle, the Property Insured whilst in or on any other vehicle

- (a) temporarily substituted for the specified Vehicle whilst the vehicle is out of use for maintenance, repair or official vehicle testing.
- (b) permanently substituted for the specified Vehicle provided that You inform Us in writing within 21 days of the substitution.

Clauses

The following clauses only apply to this Section if stated in The Schedule.

A Overnight Theft Exclusion – Vehicles in the Open

This Section excludes Damage resulting from theft or attempted theft from any unattended Vehicle during the hours from 9pm until collected by Your driver unless such Vehicle is garaged in a securely locked building of substantial construction or a compound which has secure walls and/or fences and securely locked gates.

B Overnight Theft Exclusion – Vehicles in Compounds

This Section excludes Damage resulting from theft or attempted theft from any unattended Vehicle during the hours from 9pm until collected by Your driver unless such Vehicle is garaged in a securely locked building of substantial construction.

C Unattended Vehicle Theft Exclusion

This Section excludes Damage resulting from theft or attempted theft from any unattended Vehicle.

D Alarm Clause – Specified Vehicles

This Section excludes Damage resulting from theft or attempted theft from the specified unattended Vehicle unless the alarm system approved by Us is

- (1) put into operation and all alarm keys removed
and
- (2) maintained in accordance with the terms
and conditions of the installing company's
agreement.

E Alarm Clause – Unspecified Vehicles

This Section excludes Damage resulting from theft or attempted theft from any unattended Vehicle unless the alarm system approved by Us is

- (1) put into operation and all alarm keys removed
and
- (2) maintained in accordance with the terms
and conditions of the installing company's
agreement.

Money and Assault Section

Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated as applying.

Bodily Injury

Bodily injury by violent and visible means, which directly and independently of any other cause, results in death or disablement.

Business Hours

Your normal working hours and any other period during which You or one of Your directors, principals or Employees, entrusted with Money are on The Premises in connection with The Business.

Loss of Limb

- (1) Severance at or above the wrist or ankle
or
- (2) Total and permanent loss of use of a hand, arm, foot or leg.

The Premises

The Premises stated in the Property Damage Sections of The Schedule unless varied by endorsement.

Part A – Money

Cover

We will indemnify You in respect of

- (1) loss of Money, up to the Limit Any One Loss stated in The Schedule, which
 - (a) belongs to You
or
 - (b) You are responsible for
in connection with The Business while
 - (i) in transit
 - (ii) in the custody of collectors for 24 hours from the time they receive it or until the next working day whichever is later

- (iii) on contract sites while You or Your Employees are working there
 - (iv) on The Premises
 - (v) at Your home or that of Your directors, principals or Employees
 - (vi) in a bank night safe until removed by the bank

- (2) the cost of replacement or repair following loss of or damage to any
 - (a) safe or strongroom specified in The Schedule
 - (b) case, bag or waistcoat used for carrying Money following theft or attempted theft of Money
- (3) loss of or damage to clothing and personal belongings owned by You, Your directors, principals or any Employee following theft or attempted theft of Money involving violence or threat of violence

occurring during the Period of Insurance.

The maximum We will pay for any one person is £500.

Exceptions – Part A – Money Only

The Exceptions below apply to Part A – Money of this Section only.

(Also refer to the Policy Exceptions at the back of this policy booklet).

We will not indemnify You in respect of

- (1) loss or shortages due to clerical or accounting errors, or omissions, accountancy depreciation, currency fluctuation or consequential loss of any kind
- (2) loss due to the dishonesty of Your directors, principals or Employees
 - (a) not discovered within seven working days of the loss
 - (b) where a more specific insurance is in force, except for any amount in excess of that insurance
- (3) loss of Money from unattended vehicles being any vehicle with no person in charge or keeping the vehicle under observation and able to observe or prevent any attempt by any person to interfere with the vehicle

- (4) loss or damage outside England, Wales and Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man
- (5) loss resulting directly or indirectly from
 - (a) forgery
 - (b) fraudulent alteration or substitution
 - (c) fraudulent use of a computer or electronic transfer
- (6) loss resulting from use of any form of payment which proves to be
 - (a) counterfeit
 - (b) false
 - (c) invalid
 - (d) uncollectable
 - (e) irrecoverable for any reason
- (7) loss of Money from any gaming or vending machine unless specifically stated in The Schedule.

Part B – Assault

Cover

We will pay compensation to You for Bodily Injury to an Insured Person occurring during the Period of Insurance caused by theft or attempted theft, involving violence or threat of violence, which happens in the course of The Business and directly and independently of any other cause results in any of the following Contingencies

- (1) death
- (2) total and permanent loss of sight in one or both eyes
- (3) loss of one or more limbs
- (4) any other total and permanent disablement which, after 24 months of Bodily Injury, prevents the Insured Person from pursuing any occupation
- (5) total disablement which, within 24 months of Bodily Injury, prevents the Insured Person from pursuing their normal occupation
- (6) partial disablement which, within 24 months of Bodily Injury, prevents the Insured Person from pursuing a substantial part of their normal occupation.

Clauses – Part B – Assault Only

The following Clauses apply to Part B – Assault of this Section only.

(1) Amounts Payable

- (a) We will pay for any one injury
 - (i) the compensation stated in The Schedule
 - (ii) weekly compensation at four weekly intervals
 - (iii) compensation under contingencies (5) and (6) for a maximum of 24 months from the date that the disablement started
- (b) weekly compensation being paid for the same injury will end if We pay compensation under any of contingencies (1)–(4)
- (c) insurance will end for the Insured Person if We pay compensation under any of contingencies (1)–(4).

(2) Medical Evidence

- (a) We may require, at Our expense,
 - (i) an Insured Person to undergo medical examinations
 - or
 - (ii) a post mortem to be carried out.
- (b) You or Your legal representative will supply to Us, at Your expense, any
 - (i) certificate
 - (ii) information
 - (iii) evidence
 in the format We require.

Conditions – Part A – Money Only

The following Conditions apply to Part A – Money of this Section only.

(Also refer to the Policy Conditions at the back of this policy booklet).

(1) Records and Key Security

We will not pay any claim unless

- (a) You keep a complete record of Money in a secure place other than in a safe or strongroom containing Money

- (b) outside Business Hours the safe or strongroom will be kept locked and the keys removed from The Premises unless The Premises are occupied by You, Your directors, principals or authorised Employees, in which case the keys will be kept in a secure place away from any safe or strongroom
- (c) whenever The Premises are closed for business or left unattended, all security devices to protect The Premises are properly fitted and put into full operation.

(2) Adjustment of Premium

The premium having been calculated in part on estimates provided by You

- (a) within one month after the expiry of each Period of Insurance You will provide Us with an accurate statement in the form We require so that the premium for that period can be calculated and the difference paid by or allowed to You subject to Our retention of any Minimum Premium We may require
and
- (b) should You fail to supply such a statement within one month after the expiry of each Period of Insurance We will be entitled to charge an additional premium in respect of that Period of Insurance.

Additional Conditions

The following Additional Conditions apply to this Section only if the letter stated against them appears in The Schedule.

(Also refer to the Policy Conditions at the back of this policy booklet).

A Intruder Alarm System

For the purpose of this additional condition the following definitions apply

Intruder Alarm System

An electrical installation to detect and indicate the presence, entry or attempted entry of an intruder into Protected Premises.

Protected Premises

The Premises or those portions of The Premises protected by the Intruder Alarm System.

Responsible Person

You or any person authorised by You to be responsible for the security of The Premises.

Keyholder

You or any person or keyholding company authorised by You who must be available at all times to accept notification of faults or alarm signals relating to the Intruder Alarm System, attend, and allow access to The Premises.

If in relation to any claim for loss or damage caused by theft or attempted theft involving entry or exit from The Premises by forcible or violent means, You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

While The Premises are unattended You must ensure that

- (1) The Premises are protected by an Intruder Alarm System and means of communication used to transmit signals from such an Intruder Alarm System designed, installed and maintained as agreed by Us.
- (2) the Protected Premises must not be left without at least one Responsible Person in attendance
 - (i) unless the Intruder Alarm System is set in its entirety with all means of communication used to transmit signals in full operation
 - (ii) if the police have withdrawn their response to alarm calls.
unless We agree otherwise
- (3) in the event of notification of any activation of the Intruder Alarm System or interruption of any of the means of communication during any period that the Intruder Alarm System is set, a Keyholder shall attend The Premises as soon as reasonably possible, in order to confirm the security of The Premises and reset the Intruder Alarm System in its entirety. If the Intruder Alarm System cannot be reset in its entirety or all the means of communication used to transmit signals are not in full operation, a Keyholder must remain at The Premises unless We agree otherwise in writing.

- (4) You shall advise Us as soon as possible, and in any event not later than 10.00am on Our next working day,
- (i) that police attendance in response to alarm signals/calls from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed
 - (ii) of notice from a Local Authority or Magistrate imposing any requirement for abatement of nuisance
 - (iii) that the Intruder Alarm System and the means of communication used to transmit signals from such installation cannot be returned to or maintained in full working order

and You must comply with any of Our subsequent requirements.

- (5) no alteration or substitution of
- (i) any part of the Intruder Alarm System
 - (ii) the structure of The Premises or changes to the layout of The Premises which would affect the effectiveness of the Intruder Alarm System
 - (iii) the means of communication used to transmit signals from the Intruder Alarm System
 - (iv) the procedures agreed with Us for police or any other response to any activation of the Intruder Alarm System
 - (v) the maintenance contract
- shall be made without Our written agreement.
- (6) You and each Keyholder maintain secrecy of codes and security of keys and setting/unsetting devices for the operation of the Intruder Alarm System. All keys and other setting/unsetting devices for the Intruder Alarm System must be removed from The Premises when they are left unattended.
- (7) The Intruder Alarm System is maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or other such company, as agreed by Us.
- (8) You appoint at least two Keyholders and lodge written details (which must be kept up to date)

with the alarm company contracted to maintain the Intruder Alarm System, and with the police if they so require.

B Requirements

If in relation to any claim You have failed to implement the requirements set out in The Schedule of Requirements within the timescales specified, You will lose Your right to indemnity or payment for that claim.

E Money in Transit

If in relation to any claim for Money (other than described in Item 1 of the Schedule) in transit You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must ensure that

- (a) it is accompanied by the following number of persons who must be either You, Your partners, directors or Employees
 - over £2,000 up to £5,000 at least two persons
 - over £5,000 up to £8,000 at least three persons
 - over £8,000 at least four persons
 - over £12,000 as stated in The Scheduleand
- (b) private transport is used for amounts greater than £2,000 where the distance exceeds half a mile.

Our liability will not exceed the limits stated in The Schedule.

F Visible Evidence

We will not indemnify You in respect of any loss or damage by theft or attempted theft unless there is visible evidence of entry into or exit from any building at The Premises involving forcible and violent means.

G Minimum Security Condition

If in relation to any claim for loss or damage caused by theft or attempted theft involving entry or exit from The Premises by forcible and violent means, occurring more than 30 days after the inception of this Section, You have failed to fulfil any of the following Conditions, You will lose Your right to indemnity or payment for that claim.

You must ensure that

- (1) Final exit doors are secured as follows
 - (a) timber doors – by mortice deadlocks having five or more levers or conforming to BS3621 with matching boxed striking plate
 - (b) aluminium doors – by cylinder mortice lock operating a swinging lock bolt
 - (c) PVCu doors – by key operated multi-point locking devices having three or more locking points
 - (d) the first closing leaf or double leaf doors must be fitted internally with bolts top and bottom.

When The Premises are closed for business all locks fitted to final exit doors must be put into effect.

- (2) All other external doors and internal doors leading to common areas or other premises, are secured
 - (a) by the means set out in (1), or
 - (b) by key operated security bolts fitted top and bottom
- (3) All opening windows or rooflights accessible from the ground or via roofs, pipework or other structures are secured by key operated locking devices or screwed permanently shut.
- (4) Any security measures stipulated or agreed by Us in writing.

Any door or window officially designated a fire exit by the Fire Authority is excluded from these requirements.

Revenue Protection Business Interruption

Business Interruption Section

Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Damage

Accidental loss or destruction of or damage to property used by You at The Premises or at any site anywhere in the World where You are carrying out a contract, for the purpose of The Business.

Defined Contingency

fire

lightning

explosion

aircraft and other aerial devices or articles dropped from them

riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances

malicious persons other than thieves

earthquake

storm or flood

escape of water from any tank, apparatus or pipe

falling trees

impact

escape of fuel from any fixed oil heating installation.

Cover

In respect of each item in The Schedule, We will indemnify You in respect of any interruption or interference with The Business as a result of Damage occurring during the Period of Insurance caused by each of the following Contingencies if the letter set against it appears on The Schedule.

The Schedule will state

- (a) which of the following Contingencies apply
- (b) any other Contingencies which apply.

The maximum We will pay in respect of any one claim is

- (a) for any Item, the Sum Insured or Limit of Liability stated in The Schedule

- (b) in aggregate, the total Sum Insured.

Contingencies

A (1) Fire.

We will not indemnify You in respect of Damage

- (a) caused by explosion resulting from fire
- (b) to that portion of any item caused by its' own self ignition, leakage of electricity, short circuiting or over-running
- (c) to the Property caused by
 - (i) its' own spontaneous fermentation or heating
 - (ii) its' undergoing any process involving the application of heat.

(2) Lightning.

(3) Explosion

- (a) of boilers
- (b) of gas in a building not being part of any gas works
used for domestic purposes or used for lighting or heating the building.

We will not indemnify You for Damage caused by earthquake or underground fire.

B Explosion.

We will not indemnify You in respect of any Damage caused by the bursting of any equipment on The Premises belonging to You or under Your control where the internal steam pressure is due to steam only.

However, We will indemnify You in respect of Damage not otherwise excluded, caused by the bursting of any boiler on The Premises belonging to You or under Your control where the internal pressure is due to steam only.

C Aircraft including

- (a) other aerial devices
- (b) articles dropped from them.

D Riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation.

We will not indemnify You in respect of Damage caused by or happening through work stoppages.

Revenue Protection Business Interruption

- E Riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons.

We will not indemnify You in respect of Damage caused by or happening through

- (a) work stoppages
- (b) theft or attempted theft caused by malicious persons not acting on behalf of or in connection with any political organisation
- (c) Damage whilst The Premises are unoccupied or disused.

- F Riot or civil commotion, but limited to Damage by Fire only.

We will not indemnify You in respect of Damage caused by or happening through work stoppages.

- G Earthquake.
- H Earthquake (but limited to Damage caused by Fire only).
- J Earthquake (but not Damage caused by Fire).
- K Underground Fire.
- L Fire caused by the Property Insured's own spontaneous combustion.
- M Storm.

We will not indemnify You in respect of

- (a) Damage due only to change in the water table level
- (b) Damage caused by
 - (i) escape of water from any water course, lake, reservoir, canal or dam
 - (ii) inundation from the sea
 - (iii) frost
 - (iv) subsidence, ground heave or landslip
- (c) Damage to fences, gates and moveable property in the open

- N Storm, Flood and Falling Trees.

We will not indemnify You in respect of

- (a) Damage due only to change in the water table level
- (b) Damage caused by
 - (i) frost

- (ii) subsidence, ground heave or landslip

- (iii) escape of water from any tank, apparatus or pipe

- (iv) felling, lopping or pruning of trees

- (c) Damage to fences, gates and moveable property in the open.

- P Escape of water from any tank, apparatus or pipe or escape of fuel from any fixed oil heating installation.

We will not indemnify You in respect of

- (a) Damage by water discharged or leaking from an automatic sprinkler installation
- (b) Damage whilst The Premises are unoccupied or disused.

- Q Impact by any vehicle or by goods falling therefrom or animal.

We will not indemnify You

- (a) if the vehicle or animal is owned by or under the control of

- (i) You
- (ii) any member of Your family
- (iii) any of Your Employees

- (b) in respect of Damage to goods being carried.

- R Impact by any vehicle or by goods falling therefrom or animal.

We will not indemnify You in respect of goods being carried.

- S Water accidentally discharged or leaking from any automatic sprinkler installation at The Premises

We will not indemnify You in respect of Damage caused by

- (a) freezing whilst The Premises owned or occupied by You are unoccupied or disused
- (b) explosion, earthquake, subterranean fire or heat caused by fire.

- T (1) Theft or attempted theft involving entry into or exit from buildings by forcible and violent means or
- (2) Theft involving violence or threat of violence to You, Your partners, directors or Employees.

We will not indemnify You in respect of Damage

- (a) where You, Your partners, directors or Employees or any member of Your household is involved as principal or accessory
- (b) caused by any person lawfully in The Premises
- (c) while The Premises are unoccupied or disused.

U (1) Any Damage not excluded by the terms of the Property Damage – All Risks Section of this policy.

and

- (2) Damage not otherwise excluded by the terms of the Property Damage – All Risks Section of this policy caused by a Defined Contingency to
 - (a) boilers on The Premises
 - (b) glass, not being fixed glass forming part of the structure of the building
 - (c) china, earthenware, marble or other fragile object
 - (d) vehicles licensed for road use including accessories on or attached to them
 - (e) caravans or trailers
 - (f) railway locomotives or rolling stock
 - (g) watercraft or aircraft
 - (h) property in the course of construction including materials for use in the construction
 - (i) roads or pavements, piers, jetties, bridges, culverts or excavations
 - (j) livestock.

We will not indemnify You in respect of Damage caused by

- (1) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services.

However, We will indemnify You in respect of loss resulting from Damage

- (a) caused by a Defined Contingency or from any other Damage not otherwise excluded
 - (b) from an ensuing cause which is not excluded.
- (2) erasure or distortion of information on computer systems or other records
 - (a) while mounted in or on any machine or data processing equipment,

or

- (b) due to the presence of magnetic flux unless caused by Damage to the equipment in which the records are mounted.
- (3) change in the water table level.

Conditions

The following conditions apply to this Section.

(Also refer to the Policy Conditions at the back of this policy booklet).

1 Alteration

We will not indemnify You in respect of Damage if

- (a) The Business is
 - (i) wound up or carried on by a liquidator or receiver
 - (ii) permanently discontinued
- (b) Your interest ceases otherwise than by Your death.

However, We will indemnify You if We agree otherwise in writing.

2 Claims Procedures

If in relation to any claim You have failed to comply with the following Claims Procedures You will lose Your right to indemnity under this Section.

You must

- (a) take any action reasonably practicable to minimise any interruption of or interference with The Business or to avoid or minimise any Damage
- (b) at Your expense, provide Us with
 - (i) a written claim
 - and
 - (ii) details of other insurances covering the Damage

within 30 days after the expiry of the Indemnity Period or such further time that We may allow

- (iii) books, records and documents We require to assess Your claim
- (c) repay Us, any payment on account We have already made, if You fail to comply with this condition.

3 Index Linking

Renewal

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted for movements in the following index. We may select alternative measures if this index is unavailable.

The Producer Price Index for Home Sales of Manufactured Products issued by the relevant Government department.

4 Property Cover

We will not indemnify You in respect of any Damage insured by this Section unless

- (a) there is in force at the time of the Damage, an insurance policy covering Your interest in the property for the Damage
 - and
- (b) (i) payment has been made or liability admitted for such Damage
 - or
 - (ii) payment would have been made or liability would have been admitted for such Damage but for the exclusion of losses below a stated amount in such insurance policy.

Exceptions

The following exceptions apply to this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet).

We will not indemnify You in respect of

- (1) Damage caused by or happening through

- (a) riot or civil commotion

However, We will indemnify You, if these contingencies are stated as applicable in The Schedule.

- (b) pressure waves caused by aircraft or other aerial devices.

- (2) Damage caused by pollution or contamination.

However, if Contingency U applies, We will indemnify You in respect of loss resulting from Damage, unless otherwise excluded, caused by

- (a) pollution or contamination at The Premises which itself results from a Defined Contingency

- (b) any Defined Contingency which itself results from pollution or contamination.

However, if Contingencies other than U apply, We will indemnify You in respect of Damage, not otherwise excluded, caused by

- (i) pollution or contamination at The Premises which itself results from any Contingency insured by this Section (other than Contingency T)

- (ii) any Contingency insured by this Section (other than Contingency T) which itself results from pollution or contamination.

- (3) any loss or Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

- (a) Terrorism

- (b) civil commotion in Northern Ireland

- (c) any action taken in controlling preventing suppressing or in any way relating to (a) and/or (b) above.

Terrorism means

- (i) in respect of loss or Damage occurring in England Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of any loss or Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
 - the use or threat of force and/or violence
 - and/or
 - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) or persons or so claimed in whole or in part for political religious ideological or similar purposes.

In any action suit or other proceedings where We allege that any loss or Damage results from Terrorism as defined above and is therefore not covered by this Section the burden of proving that any such loss or Damage is covered under this Section will be upon You.

Clauses

The following clauses only apply to this Section if stated in The Schedule.

B Provisional Premium Adjustment Clause

Part 1 of this Clause applies only in respect of any insurance which is shown in Your Specification as being on the Sum Insured Basis.

Part 1 (Sum Insured Basis)

The first and annual premiums are provisional. They represent

- (1) 75% of the premiums required at the start of the Period of Insurance
- and
- (2) 25%, the balance, to be paid within 6 months of the end of that Period of Insurance.

However, in respect of any items on

- (a) Gross Profit/Fees/Rentals/Revenue
- or
- (b) Net Revenue

the premium paid will be adjusted when We receive a declaration for such items of the amount earned during the financial year most nearly concurrent with such Period of Insurance as reported by Your professional accountants.

If any Damage has occurred giving rise to a claim for loss under such items We will increase the declaration for the purpose of premium adjustment by the sum by which the amount earned was reduced during the financial year solely due to the Damage.

If the declaration

- (i) adjusted due to a claim as provided for above
- and

- (ii) proportionately increased where the Maximum Indemnity Period exceeds 12 months

- is less than 75% of the Sum Insured for such items for the relative Period of Insurance

We will pay to You a pro rata return premium but not more than 331/3% of the provisional premium paid.

- is more than 75% of the Sum Insured for such items for the relative Period of Insurance

You will pay to Us a pro rata additional premium but not more than 331/3% of the provisional premium paid.

If You fail to provide a declaration within six months of the end of such Period of Insurance You must pay the balance of 25%.

Any other part of this Section dealing with an annual return premium is cancelled.

Part 2 of this Clause applies only in respect of any insurance which is shown in Your Specification as being on the Declaration Linked Basis.

Part 2 (Declaration Linked Basis)

The first and annual premiums are provisional.

They are based on 75% of Estimated Gross Profit/Fees/Rentals/Revenue or Net Revenue.

The premium paid will be adjusted when We receive a declaration for Gross Profit/Fees/Rentals/Revenue or Net Revenue items.

The declaration must be

- (1) of the amount earned during the financial year most nearly concurrent with the Period of Insurance
- (2) confirmed by Your professional accountant
- (3) provided by You not later than six months after the expiry of each Period of Insurance.

If any Damage has occurred giving rise to a claim for loss under such items We will increase the declaration for the purpose of premium adjustment by the sum by which the amount earned was reduced during the financial year solely due to the Damage.

If the declaration

- (a) adjusted due to a claim as provided for above
- and

Revenue Protection Business Interruption

(b) proportionately increased where the Maximum Indemnity Period exceeds 12 months

- (i) is less than 75% of the Estimated Gross Profit/Fees/Rentals/Revenue or Net Revenue for the relative Period of Insurance

We will pay to You a pro rata return premium but not more than 33 1/3% of the provisional premium paid.

- (ii) is greater than 75% of the Estimated Gross Profit/Fees/Rentals/Revenue or Net Revenue for the relative Period of Insurance

You will pay Us an additional premium, which will be pro rata to the premium paid on 75% of the Estimated Amount.

Any other part of this Section dealing with an annual return premium is cancelled.

F Payments on Account Clause

Claim payments on account may be made to You during the Indemnity Period, if required.

Endorsements

The following Endorsements apply to this Section only if stated in The Schedule.

A Rent Receivable

We will pay in respect of rent receivable the difference between

- (1) the rent which would have been receivable in respect of The Premises during the Indemnity Period but for the Damage
- (2) the amount of rent actually received during the same period

less any savings in charges or expenses of The Business, payable out of rent receivable, which reduce or cease due to the Damage.

If at the time of the Damage the Sum Insured by this item is less than the rent which, but for the Damage would have been receivable during the 12 months from the date of the Damage (proportionately increased where the Maximum Indemnity Period exceeds 12 months), You will

- (a) be Your own insurer for the difference
- (b) bear a rateable share of the loss.

The maximum We will pay is the Sum Insured stated in The Schedule.

B Additional Increased Cost of Working

We will pay in respect of additional cost of working the additional expenditure incurred due to the Damage to maintain The Business during the Indemnity Period which exceeds the amount recoverable in respect of increase in the cost of working, insured by the Item 1 of this Section.

The maximum We will pay is the Sum Insured stated in The Schedule.

D Additional Cost of Rent

We will pay in respect of additional cost of rent the amount by which, due to the Damage, the total amount of rent necessarily and reasonably incurred by You during the Indemnity Period No 2 exceeds the rent, which, but for the Damage, You would have incurred in the same period.

The maximum We will pay You is that part of the Sum Insured by this item, which the actual Indemnity Period No 2 bears to the Maximum Indemnity Period relative to this item.

Due to the above, Indemnity Period under the first item of The Schedule will now read Indemnity Period No 1. The definition of Indemnity Period will now relate to Indemnity Period No 1, and the following Definition added.

Definition (for the purpose of this item)

Indemnity Period No 2

The period starting 12 months after the date of the Damage and ending not later than 12 months thereafter during which accommodation alternative to The Premises will be rented due to the Damage.

Any Definition in The Schedule of Maximum Indemnity Period does not apply to this item.

Where a specific expiry date for Indemnity Period No 2 is stated in The Schedule the Sum Insured and annual premium relative to this item shall be proportionately reduced annually to reflect the reducing liability under this item.

The maximum We will pay is the Sum Insured stated in The Schedule.

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Extensions

The following extensions only apply to this Section if stated in The Schedule.

Damage as insured by Item 1 of this Section is extended to include loss, destruction or damage

- (1) at the undernoted premises or situations
- or

- (2) to the undernoted property

by any Contingency stated in The Schedule as applying to such situations or property which results in interruption or interference with The Business.

Our Liability under each extension for any one occurrence will not exceed

- (a) the amount
- or
- (b) the percentage of the Sum Insured (or $133\frac{1}{3}\%$ of the Estimated Amount)

stated in The Schedule as the Limit.

A Specified Suppliers

The premises of Your suppliers' stated in The Schedule.

B Unspecified Suppliers

Any of Your suppliers' premises within England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

We will not indemnify You in respect of Damage at any premises of suppliers of electricity, gas, water or telecommunications services.

C Specified Customers

The premises of Your customers' stated in The Schedule.

D Unspecified Customers

Any of Your customers' premises within England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

E Motor Vehicle Manufacturers

The premises of the motor vehicle manufacturers stated in The Schedule.

F Property Stored

Your property whilst stored in any premises within England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

We will not indemnify You in respect of

- (1) property stored in any premises You occupy
- or
- (2) property stored in any premises You partially occupy.

G Patterns

Your patterns, jigs, models, templates, moulds, dies, tools, plans, drawings and designs including those for which You are responsible, while at any premises in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man of any

- (1) machine makers
- (2) engineers
- (3) founders
- (4) other metal workers.

We will not indemnify You in respect of Damage at

- (1) any premises You occupy
- or
- (2) any premises You partially occupy.

H Transit

Your property while in transit by

- (1) road
- (2) rail
- (3) inland waterway

all in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

We will not indemnify You in respect of impact to or collision with the conveying

- (1) road or rail vehicles
- (2) waterborne craft.

J Motor Vehicles

Motor vehicles belonging to You anywhere in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man but not in any premises You occupy.

Revenue Protection Business Interruption

K Exhibition Sites

Any situation anywhere in the World, where You are exhibiting goods.

L Public Utilities – Electricity

Any generating station or sub-station of Your electricity supplier, in England, Wales, Scotland, Northern Ireland, the Channel Islands, the Isle of Man or France.

M Public Utilities – Gas

Any land based premises of

(1) Your gas supplier

and

(2) any natural gas producer directly linked to Your gas supplier

in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

N Public Utilities – Water

Any water works or pumping station of Your water supplier, in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

P Prevention of Access

Property in the vicinity of The Premises which hinders or prevents access to The Premises.

Q Prevention of Access – Loss of Attraction

Property in the vicinity of The Premises which causes a loss of custom to The Business directly due to a reduction in customers visiting the area.

R Public Utilities – Telecommunications

Any land based premises of Your public telecommunications supplier, in England, Wales, Scotland, Northern Ireland, the Channel Islands, the Isle of Man or France.

T Reinstatement of Data

(a) We will indemnify You in respect of the necessary and reasonable cost of reinstating data contained in the Data Storage Materials or fixed disks of

Technical Equipment resulting from Damage by a Specified Contingency which is discovered during the Period of Insurance and results from an identifiable cause.

The maximum We will pay in any one Period of Insurance will be £50,000 unless a higher amount is stated in The Schedule.

(b) When Damage to Technical Equipment results in the existing data being incompatible with the replacement Technical Equipment We will indemnify

You in respect of the cost of conversion of the existing data into a format which is compatible with the replacement Technical Equipment.

The maximum We will pay for any or all claims arising out of one cause is £50,000.

We will not indemnify You in respect of

(1) Damage caused by Your wilful act or wilful neglect

(2) a deliberate act of the public electricity supply undertaking not performed for the sole purpose of safeguarding life or protecting any part of the supply undertaking's system

(3) a scheme of rationing unless caused by accidental damage to the public supply undertaking's generating or supply equipment

(4) loss of or loss of use of or inaccessibility of data or programs arising from pre-existing faults in or unsuitability of programs or computer systems software

(5) losses caused by a malicious act and discovered later than 12 months after the loss was initiated.

Additional Contingencies

The following Additional Contingencies only apply to this Section if stated in The Schedule.

A Subsidence

We will indemnify You in respect of Damage causing interruption or interference with The Business as a result of subsidence or ground heave of the site of The Premises or landslide.

We will only indemnify You in respect of Damage to

- (a) forecourts, car parks, driveways, footpaths, swimming pools, terraces or patios
- (b) walls, gates, hedges or fences
- (i) if such property is specifically insured by the Property Damage – Specified Contingencies Section and/or Property Damage – All Risks Section of this policy
- and
- (ii) Damage also occurs to the building to which such property applies and that building is insured by the Property Damage – Specified Contingencies Section and/or Property Damage – All Risks Section of this policy.

We will not indemnify You in respect of

- (1) Damage caused by
 - (a) collapse, cracking, shrinking or settlement of any building
 - (b) coastal or river erosion
 - (c) defective design or inadequate construction of foundations
 - (d) demolition, structural alteration or repairs
 - (e) settlement or movement of made up ground
- (2) Damage as a result of movement of solid floor slabs.

However, We will indemnify You if there is Damage to the foundations beneath the exterior walls of The Premises at the same time.

B Action by the Police Authority

We will indemnify You in respect of loss resulting from interruption or interference with The Business

as a result of prevention of access to The Premises by the Police Authority due to a danger or disturbance in the vicinity of The Premises

However We will not indemnify You for any interruption or interference lasting less than 12 hours.

The maximum We will pay under this Additional Contingency is £100,000 or 10% of the Sum Insured shown under Item 1 of The Schedule, whichever is the lower, in respect of the total of all losses occurring during the Period of Insurance, unless otherwise stated in The Schedule.

The provisions of any Automatic Reinstatement Clause do not apply in respect of this Additional Contingency.

C Full Failure of Utilities – Electricity

We will indemnify You in respect of loss resulting from interruption or interference with The Business as a result of accidental failure of Your supply of electricity at the terminal ends of Your suppliers feed to The Premises

We will not indemnify You in respect of accidental failure

- (1) caused by the deliberate act of any supply authority
- (2) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- (3) caused by industrial action
- (4) other than in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (5) lasting less than four hours.

D Full Failure of Utilities – Gas

We will indemnify You in respect of loss resulting from interruption or interference with The Business as a result of accidental failure of Your supply of gas at the terminal ends of Your suppliers feed to The Premises.

We will not indemnify You in respect of accidental failure

- (1) caused by the deliberate act of any supply authority
- (2) caused by the exercise of any supply authority's power to withdraw or restrict supply or services

- (3) caused by industrial action
- (4) other than in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (5) lasting less than four hours.

E Full Failure of Utilities – Water

We will indemnify You in respect of loss resulting from interruption or interference with The Business as a result of accidental failure of Your supply of water at the terminal ends of Your suppliers feed to The Premises.

- We will not indemnify You in respect of accidental failure
- (1) caused by the deliberate act of any supply authority
 - (2) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
 - (3) caused by industrial action
 - (4) caused by drought or other weather conditions unless equipment has been damaged
 - (5) other than in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
 - (6) lasting less than four hours.

Revenue Protection Business Interruption

Additional Contingencies F to N

The following Additional Contingencies only apply to this Section if stated in The Schedule.

Maximum Amount Payable

The maximum We will pay in respect of the total of all losses occurring during the Period of Insurance under all or any one of Additional Contingencies F to N is

(a) £100,000,

or

(b) 10% of the Sum Insured (or 1331/3% of the Estimated Amount) shown under item 1 of The Schedule,

whichever is the lower, unless otherwise stated in The Schedule.

The provisions of any Automatic Reinstatement Clause do not apply in respect of any of Additional Contingencies F to N.

Definitions

The following definitions apply to Additional Contingencies F-N only.

Food or Drink Poisoning

The occurrence of an illness sustained by any person caused by food or drink poisoning.

Notifiable Disease

The occurrence of any of the following diseases sustained by any person:

Acute Encephalitis
Acute Poliomyelitis
Anthrax
Chickenpox
Cholera
Diphtheria
Dysentery
Legionellosis
Legionnaires Disease
Leprosy
Leptospirosis
Malaria
Measles
Meningococcal Infection
Mumps
Opthalmia Neonatorum
Paratyphoid Fever
Plague

Rabies
Rubella
Scarlet Fever
Smallpox
Tetanus
Tuberculosis
Typhoid Fever
Viral Hepatitis
Whooping Cough
Yellow Fever

Notifiable Disease at the Premises

(a) Food or Drink Poisoning attributable to food or drink supplied from The Premises

or

(b) Notifiable Disease occurring at The Premises.

Notifiable Disease in the Area

(a) Food or Drink Poisoning

or

(b) Notifiable Disease

occurring within a radius of 5 miles of The Premises.

Harmful Organism

The discovery of an organism at The Premises likely to result in the occurrence of Food or Drink Poisoning or a Notifiable Disease.

Vermin Pest and Defective Sanitation

(a) The discovery of vermin or pests,

or

(b) any accident causing defects in the drains or other sanitary arrangements,

at The Premises which restricts the use of The Premises on the order or advice of the competent authority.

Murder or Suicide

Any occurrence of murder or suicide at The Premises.

Indemnity Period

(a) In respect of

(i) Notifiable Disease at The Premises

(ii) Notifiable Disease in the Area of Hotel and Restaurant Premises

(iii) Harmful Organism

(iv) Murder or Suicide

the period during which the results of The Business are affected due to the occurrence or discovery starting from the date of the occurrence or discovery and ending not later than the Maximum Indemnity Period, stated as applying to the Additional Contingency.

(b) In respect of

- (i) Vermin Pest and Defective Sanitation
- (ii) Notifiable Disease in the Area of Private Hospital and Care Establishment Premises
- (iii) Notifiable Disease in the Area of All Other Premises

the period during which the results of The Business are affected due to the accident, occurrence or discovery starting from the date the use of The Premises are restricted and ending not later than the Maximum Indemnity Period, stated as applying to the Additional Contingency.

Condition

The following condition applies to all Additional Contingencies F to N.

If in relation to any claim arising directly or indirectly from an occurrence of Legionellosis or Legionnaires Disease You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.

At The Premises You must ensure compliance at all times with the Health and Safety Commissions Approved Code of Practice, "The Prevention and Control of Legionellosis (including Legionnaires Disease)" Ref ISBN-0-7176-1772- 6 or any supplementary, replacement or amending Code of Practice.

Additional Contingencies

F Notifiable Disease at Hotel and Restaurant Premises

We will indemnify You in respect of loss resulting from interruption of or interference with The Business due to

- (1) Notifiable Disease at The Premises,
- (2) Harmful Organism,
- (3) Vermin Pest and Defective Sanitation,
- (4) Murder or Suicide.

Maximum Indemnity Period

12 months

G Notifiable Disease in the Area of Hotel and Restaurant Premises

We will indemnify You in respect of loss resulting from interruption of or interference with The Business at The Premises due to any occurrence of a Notifiable Disease in the Area.

Maximum Indemnity Period

12 months

H Notifiable Disease at School Premises

We will indemnify You in respect of loss resulting from interruption of or interference with The Business due to

- (1) Notifiable Disease at The Premises,
- (2) Harmful Organism,
- (3) Vermin Pest or Defective Sanitation,
- (4) Murder or Suicide.

Maximum Indemnity Period

12 months

J Notifiable Disease in the Area of School Premises

We will indemnify You in respect of loss resulting from interruption of or interference with The Business at The Premises due to any occurrence of a Notifiable Disease in the Area.

Maximum Indemnity Period

12 months

K Notifiable Disease at Private Hospital and Care Establishment Premises

We will indemnify You in respect of loss resulting from interruption of or interference with The Business due to

- (1) Notifiable Disease at The Premises,
- (2) Harmful Organism,
- (3) Vermin Pest or Defective Sanitation,
- (4) Murder or Suicide.

Maximum Indemnity Period

3 months

Revenue Protection Business Interruption

L Notifiable Disease in the Area of Private Hospital and Care Establishment Premises

We will indemnify You in respect of loss resulting from interruption of or interference with The Business due to any occurrence of a Notifiable Disease in the Area which restricts the use of The Premises on the order or advice of the competent authority.

Maximum Indemnity Period

3 months

M Notifiable Disease at All Other Premises

We will indemnify You in respect of loss resulting from interruption of or interference with The Business due to

- (1) Notifiable Disease at The Premises,
- (2) Harmful Organism,
which restricts the use of The Premises on the order or advice of the competent authority
- (3) Vermin Pest or Defective Sanitation,
- (4) Murder or Suicide.

Maximum Indemnity Period

3 months

N Notifiable Diseases in the Area of All Other Premises

We will indemnify You in respect of loss resulting from interruption of or interference with The Business due to any occurrence of a Notifiable Disease in the Area which restricts the use of The Premises on the order or advice of the competent authority.

Maximum Indemnity Period

3 months

Exceptions to Additional Contingencies F to N

The following exceptions apply to Additional Contingencies F to N.

(Also refer to the Policy Exceptions at the back of this policy booklet.)

We will not indemnify You in respect of

- (a) costs incurred in cleaning, repair, replacement, recall or checking of property,
- (b) in respect of Additional Contingencies F, H, K, and M only, loss arising from premises other than

those directly subject to the occurrence, discovery or accident,

- (c) in respect of Additional Contingencies G, J, L and N only, loss arising from premises other than those directly subject to the occurrence,
- (d) any Business Interruption Extension stated in The Schedule.

Additional Contingency P

The following Additional Contingency only applies to this Section if stated in The Schedule.

P Telecommunications

We will indemnify You in respect of loss resulting from interruption of or interference with The Business due to accidental failure of the public supply of the telecommunications services at the incoming line terminals or receivers at The Premises.

We will not indemnify You in respect of any accidental failure

- (1) caused by the deliberate act of any supply authority
- (2) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- (3) caused by industrial action
- (4) caused by atmospheric or weather conditions but this will not exclude accidental failure due to Damage to equipment caused by such conditions
- (5) other than in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (6) caused by failure of any satellite
- (7) lasting less than 24 consecutive hours.

The maximum We will pay for any one claim will not exceed the limit stated in The Schedule for Additional Contingency P.

Gross Profit Sum Insured Basis Specification

Item

Gross Profit Sum Insured stated in The Schedule.

Definitions

(Also refer to the definitions stated in this Section and the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Specification and shall keep the same meaning wherever they appear in the Specification.

1 Gross Profit

- (a) The combined value of the Turnover, closing stock and work in progress
less
- (b) the combined value of opening stock and work in progress and Uninsured Working Expenses.

The values of opening and closing stocks and work in progress will

- (i) be calculated using Your usual accounting methods
- (ii) make due provision for depreciation.

2 Indemnity Period

The period during which The Business results are affected due to the Damage, beginning with the date of the Damage and ending not later than the Maximum Indemnity Period.

3 Maximum Indemnity Period

The number of months stated in The Schedule, unless amended in any Additional Contingency.

4 (a) Rate of Gross Profit

Gross Profit earned on and expressed as a percentage of Turnover, during the financial year immediately before the date of the Damage.

(b) Annual Turnover

The Turnover during the 12 months immediately before the date of the Damage.

(c) Standard Turnover

The Turnover during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period.

Rate of Gross Profit, Annual Turnover and Standard Turnover may be adjusted to reflect any trends or circumstances which

- (i) affect The Business before or after the Damage
- (ii) would have affected The Business had the Damage not occurred.

The adjusted figures will represent as near as possible the results which would have been achieved during the same period had the Damage not occurred.

5 Turnover

Money paid or payable to You for

- (a) goods sold and delivered
- (b) services provided

in course of The Business at The Premises.

6 Uninsured Working Expenses

- (a) Purchases (less any discounts received)
- (b) discounts allowed
and
- (c) any additional Uninsured Working Expenses stated in The Schedule.

The words and expressions used in this definition will have the meaning usually attached to them in Your books and accounts.

Notes

- 1 All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.
- 2 Any adjustment made for current cost accounting will be ignored.

Basis of Settlement

The insurance on Gross Profit is limited to loss due to

- (a) reduction in Turnover
and
- (b) increase in cost of working.

We will pay

- (i) in respect of reduction in Turnover
the sum produced by applying the Rate of Gross Profit to the amount by which due to the

Damage, the Standard Turnover exceeds the Turnover during the Indemnity Period

- (ii) in respect of increase in cost of working

any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Turnover during the Indemnity Period which but for such additional expenses would have taken place due to the Damage. We will not pay more than the amount produced by applying the Rate of Gross Profit to the reduction in Turnover avoided by the expenditure

less any savings during the Indemnity Period in business charges or expenses, payable out of Gross Profit, which reduce or cease due to the Damage.

If at the time of the Damage the Sum Insured is less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (proportionately increased where the Maximum Indemnity Period exceeds twelve months), You will be Your own insurer for the difference and bear a rateable share of the loss.

Clauses

The following clauses apply to this Specification.

1 Alternative Premises

The Turnover during the Indemnity Period will include any money paid or payable to You during the Indemnity Period for goods sold or services provided elsewhere than at The Premises.

2 Auditors and Professional Accountants

We will pay Your auditors and professional accountants reasonable charges for

- (a) producing information We require for investigating any claim and
- (b) confirming the information is in accordance with Your business books.

The maximum We will pay for any claim, including auditors and professional accountants charges, is the Sum Insured.

3 Automatic Reinstatement

The Sums Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You give written notice to the contrary.

However, You must pay the additional premium required to reinstate the Sum Insured.

4 Return Premium

We will allow a return premium for the Period of Insurance where

- (a) You provide Us with a professional accountants declaration of Gross Profit earned in Your financial year most closely corresponding to that Period of Insurance

and

- (b) the declared figure (proportionately increased where the Maximum Indemnity Period exceeds 12 months) is less than the Sum Insured.

The adjustment will be based on the difference between the declared figure (proportionately increased where necessary) and the Sum Insured.

The maximum We will repay is 50% of the premium paid by You for the Period of Insurance.

We will not return premium for any reduction in Gross Profit which is entirely due to a claim.

5 Uninsured Standing Charges

Any increase in cost of working settlement will take into account any standing charges of The Business which are not insured (having been deducted in arriving at the Gross Profit).

We will reflect in any such settlement the proportion only of any additional expenditure which

- (a) the Gross Profit bears

to

- (b) the sum of the Gross Profit and the uninsured standing charges.

Revenue Sum Insured Basis Specification

Item

Revenue Sum Insured stated in The Schedule.

Definitions

(Also refer to the definitions stated in this Section and the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Specification and shall keep the same meaning wherever they appear in the Specification.

1 (a) Annual Revenue

The Revenue during the twelve months immediately before the date of the Damage.

(b) Standard Revenue

The Revenue during that period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period

Annual Revenue and Standard Revenue may be adjusted to reflect any trends or circumstances which

- (i) affect The Business before or after the Damage
- (ii) would have affected The Business had the Damage not occurred.

The adjusted figures will represent, as near as possible, the results which would have been achieved during the same period had the Damage not occurred.

2 Indemnity Period

The period during which The Business results are affected due to the Damage, beginning with the date of the Damage and ending no later than the Maximum Indemnity Period.

3 Maximum Indemnity Period

The number of months stated in The Schedule, unless amended in any Additional Contingency.

4 Revenue

As stated in The Schedule

Notes

- 1 All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.
- 2 Any adjustment made for current cost accounting will be ignored.

Basis of Settlement

The insurance on Revenue is limited to loss due to

- (a) reduction in Revenue
- and
- (b) increase in cost of working

We will pay

- (i) in respect of reduction in Revenue
 - the amount by which due to the Damage, the Standard Revenue exceeds the actual Revenue during the Indemnity Period
- (ii) in respect of increase in cost of working
 - any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Revenue during the Indemnity Period which but for such additional expense would have taken place due to the Damage. We will not pay more than the reduction avoided by the expenditure

less any savings during the Indemnity Period in business charges or expenses, payable out of Revenue, which reduce or cease due to the Damage.

If at the time of the Damage the Sum Insured is less than the Annual Revenue (proportionately increased where the Maximum Indemnity Period exceeds 12 months), You will be Your own insurer for the difference and bear a rateable share of the loss.

Clauses

The following clauses apply to this Specification.

1 Alternative Premises

The Revenue during the Indemnity Period will include any money paid or payable to You during the Indemnity Period for goods sold or services provided elsewhere than at The Premises.

2 Auditors and Professional Accountants

We will pay Your auditors and professional accountants reasonable charges for

- (a) producing information We require for investigating any claim and
- (b) confirming the information is in accordance with Your business books.

The maximum We will pay for any claim, including auditors and professional accountants charges, is the Sum Insured.

3 Automatic Reinstatement

The Sums Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You give written notice to the contrary.

However, You must pay the additional premium required to reinstate the Sum Insured.

4 Return Premium

We will allow a return premium for the Period of Insurance where

- (a) You provide Us with a professional accountants' declaration of Revenue earned in Your financial year most closely corresponding to that Period of Insurance
and
- (b) the declared figure (proportionately increased where the Maximum Indemnity Period exceeds 12 months) is less than the Sum Insured.

The adjustment will be based on the difference between the declared figure (proportionately increased where necessary) and the Sum Insured.

The maximum We will repay is 50% of the premium paid by You for the Period of Insurance.

We will not return premium for any reduction in Revenue which is entirely due to a claim.

Increased Cost of Working – Commercial and Industrial Specification

Items

Increase in Cost of Working Sum Insured stated in The Schedule.

Auditors and Professional Accountants Charges stated in The Schedule.

The Schedule will state

- (1) which of the above items apply
- (2) any other items which apply.

Definitions

(Also refer to the definitions stated in this Section and the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Specification and shall keep the same meaning wherever they appear in the Specification.

1 Indemnity Period

The period during which The Business results are affected due to the Damage, beginning with the date of the Damage and ending not later than the Maximum Indemnity Period.

2 Maximum Indemnity Period

The number of months stated in The Schedule, unless amended in any Additional Contingency.

3 Maximum Limit

- (a) The result of dividing the Sum Insured, for Increase in Cost of Working, by the number of separate buildings at all of The Premises.
- (b) If a special limit stated in the Schedule applies to one or more building, the Maximum Limit for the building will be calculated by applying the 'Percentage Limit' shown against each building to the Sum Insured for Increase in Cost of Working.

The remainder of the Sum Insured will be divided equally between the other buildings to produce the Maximum Limit for each.

If the limit is shown as an amount, this amount will be the Maximum Limit for the building concerned.

4 Remainder Limit

The Maximum Limit less any sum paid or payable for loss during the first three months of the Indemnity Period.

5 Reminder Period

The Maximum Indemnity Period less three months.

Basis of Settlement

Increase in Cost of Working

We will pay Your additional expenditure which has been reasonably and necessarily incurred, as a result of the Damage, to continue The Business during the Indemnity Period.

The maximum amount We will pay will not exceed

- (1) during the first three months of the Indemnity Period 25% of the Maximum Limit
- (2) for each subsequent month of the Indemnity Period the proportion of the Remainder Limit which the one month bears to
 - (a) the Remainder Period
 - or
 - (b) nine monthswhichever is the longer.

The maximum amount We will pay for any one building is the Maximum Limit.

Auditors and Professional Accountants Charges

We will pay Your auditors and professional accountants reasonable charges for

- (a) producing information We require for investigating any claim
- and
- (b) confirming the information is in accordance with Your business books.

The maximum amount We will pay is the Sum Insured, for this Item, stated in The Schedule.

Book Debts Section

Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Customers' Accounts

Your accounts for all customers who trade with You on a credit or hire purchase basis.

Damage

Accidental loss, destruction or damage.

Book Debts

Either

- (1) Where declarations have been submitted monthly under the provisions of Clause 1 of this Section.

The total declared in the last statement given adjusted for

- (a) bad debts
- (b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Damage) to Customers' Accounts in the period between the date to which the last statement relates and the date of the Damage, and
- (c) any abnormal condition of trade which had or could have had a material effect on The Business.

The adjusted figures will represent as near as possible, the figures which would have been obtained at the date of the Damage had the Damage not occurred.

- (2) Where declarations have not been submitted, a reasonable estimate of the total outstanding debits at the date of the Damage, to be agreed with Us, adjustment having been made for bad debts, provided that the estimate will not exceed 75% of the Sum Insured by Item 1 of this Section.

Cover

We will indemnify You, as detailed in the Basis of Settlement, in respect of loss of Book Debts, directly due to Damage by any of the Contingencies set out below which are stated as applying in The Schedule, occurring

during the Period of Insurance to Your books of account, and other business books or records at The Premises.

Contingencies

- A (1) Fire.
- (2) Lightning.
- (3) Explosion
- (i) of boilers
 - (ii) of gas in a building not being part of any gas works
- used for domestic purposes only
- (iii) of any other boilers or economisers on the Premises.

We will not indemnify You in respect of

- (a) explosion caused by fire
- (b) Damage caused by earthquake
- (c) Damage caused by underground fire.

- B Explosion.

We will not Indemnify You in respect of Damage caused by the explosion of a vessel, machine or apparatus (but not a boiler or economiser on The Premises) in which internal pressure is due to steam only and which You own or is in Your Control.

- C Aircraft and other aerial devices or articles dropped from them.
- D Riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation.

We will not indemnify You in respect of Damage caused by or happening through work stoppages.

- E Riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons.

We will not indemnify You in respect of Damage caused by or happening through

- (a) work stoppages
- (b) theft or attempted theft caused by malicious persons not acting on behalf of or in connection with any political organisation
- (c) Damage whilst The Premises are unoccupied or disused.

- F Riot or civil commotion, but limited to Damage by Fire only.

We will not indemnify You in respect of Damage caused by or happening through work stoppages.

- G Earthquake.

- M Storm.

We will not indemnify You in respect of Damage

(a) due only to change in the water table level

(b) caused by

(i) escape of water from any water course, lake, reservoir, canal or dam

(ii) inundation from the sea

(iii) frost

(iv) subsidence, ground heave or landslip

(c) to fences, gates and moveable property in the open

- N Storm, Flood and Falling Trees.

We will not indemnify You in respect of Damage

(a) due only to change in the water table level

(b) caused by

(i) escape of water from any tank, apparatus or pipe

(ii) frost

(iii) subsidence, ground heave or landslip

(c) to fences, gates and moveable property in the open.

(d) caused by felling, lopping or pruning of trees.

- P Escape of water from any tank, apparatus or pipe or escape of fuel from any fixed oil heating installation.

We will not indemnify You in respect of Damage

(a) by water discharged or leaking from an automatic sprinkler installation

(b) whilst The Premises are unoccupied or disused.

- Q Impact by any vehicle or animal or by goods falling therefrom.

We will not indemnify You if the vehicle or animal is owned by or under the control of

(a) You

(b) any member of Your family

(c) any of Your Employees.

- R Impact by any vehicle or animal or by goods falling therefrom.

- S Water accidentally discharged or leaking from any automatic sprinkler installation at The Premises.

We will not indemnify You in respect of Damage caused by

(a) freezing whilst The Premises, owned or occupied by You are unoccupied or disused

(b) explosion, earthquake, subterranean fire or heat caused by fire.

- T Theft or attempted theft involving entry into or exit from buildings by forcible and violent means or theft involving violence or threat of violence to You, Your partners, directors or Employees.

We will not indemnify You in respect of Damage

(1) where You, Your partners, directors or Employees or any member of Your household is involved as principal or accessory

(2) caused by any person lawfully in the building

(3) while the building is unoccupied or disused.

- U Any accidental cause.

We will not indemnify You in respect of Damage caused by

(1) theft of business records where You, Your partners, directors or Employees or any member of Your household is involved as principal or accessory

(2) fraud, trick or deception

(3) the deliberate falsification of business records

(4) erasure or distortion of information on computer systems or other records

(a) due to defects in or on them

(b) due to the presence of magnetic flux

(c) while mounted in or on any machine or data processing equipment

We will indemnify You if such erasure or distortion is caused by Damage to the machine or data processing equipment and is not excluded by this Section.

- (5) mislaying or misfiling of business records, clerical errors or omissions, wear and tear, gradual deterioration, rust, damp, mildew or vermin, mould or fungus
- (6) the deliberate act of the public supply undertaking in restricting or withholding electricity supply
- (7) change in the water table level.

Basis of Settlement

- (1) The insurance in respect of Book Debts is limited to the loss sustained by You directly due to the Damage.

We will pay

- (a) the difference between
 - (i) the Book Debts
 - and
 - (ii) the total of the amounts received or traced
- (b) the additional expenditure incurred with Our consent in tracing and establishing customers' debit balances after the Damage

provided that if the Sum Insured by this item be less than the Book Debts the amount payable shall be proportionately reduced.

- (2) If We require any information to verify a claim Your professional accountants at the time of the claim may produce and report details contained in business books or records. Their report will be accepted as prima facie evidence of the details.

We will pay Your professional accountant's charges for

- (a) producing information We require for investigating any claim
- and
- (b) confirming the information in accordance with Your business books.

The maximum We will pay for any claim, including professional accountant's fees, is the Sum Insured by this Section.

Clauses

All of the following clauses apply to this Section.

1 Declaration

Within 30 days of the end of each month You will deposit with Us a signed statement showing the total amount outstanding in customers' accounts as set out in Your accounts as at the end of the said month.

On the expiry of each Period of Insurance, provided a monthly declaration has been made, the actual premium will be calculated at the rate per cent per annum on the average amount insured.

If the amount of a declaration exceeds the Sum Insured applicable at the date of such declaration, You will be deemed to have declared the Sum Insured.

If the actual premium is less than the first premium (or, in the case of the second and subsequent periods of insurance, the annual premium) the difference will be repaid to You.

We will not repay more than 50% of the first or annual premium respectively.

No return premium will be repaid for any Period of Insurance if any of the monthly declarations for that period are not received.

2 Automatic Reinstatement

The Sum Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You give written notice to the contrary.

However, You must pay the additional premium required to reinstate the Sum Insured.

3 Temporary Removal

We will indemnify You in respect of loss, as insured by this Section, resulting from Damage occurring within England, Wales and Scotland, the Republic of Ireland, Northern Ireland, the Channel Islands or the Isle of Man to Your books of account, other business books or records whilst temporarily removed to any premises occupied by persons acting on Your behalf or whilst in transit but excluding Damage by theft from an unattended vehicle.

Exceptions

The following exceptions apply to this Section.

(Also refer to the Policy Exceptions at the front of this policy booklet).

We will not indemnify You in respect of

- (1) loss resulting from Damage caused by or happening through
 - (a) riot or civil commotion

However We will indemnify You, if these Contingencies are stated as applicable in The Schedule
 - (b) pressure waves caused by aircraft or other aerial devices
- (2) loss resulting from pollution or contamination except
 - (a) in respect of any of Contingencies A-S, if applicable, loss resulting from Damage not otherwise excluded caused by
 - (i) pollution or contamination at The Premises which itself results from Damage
 - (ii) Damage which itself results from pollution or contamination
 - (b) in respect of contingency U, if applicable, unless otherwise excluded, caused by
 - (i) pollution or contamination at The Premises which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes, sprinkler leakage or impact by any vehicle or animal
 - (ii) Damage by any of the contingencies listed in (2)(b)(i) above which itself results from pollution or contamination
- (3) any Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - (a) Terrorism

(b) civil commotion in Northern Ireland

(c) any action taken in controlling preventing suppressing or in any way relating to (a) and/or (b) above.

Terrorism means

- (i) in respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
 - the use or threat of force and/or violence
 - and/or
 - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes.

In any action suit or proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section the burden of proving that any such Damage is covered under this Section will be upon You.

Conditions

The following conditions apply to this Section.

(Also refer to the Policy Conditions at the front of this policy booklet).

1 Alteration

We will not indemnify You in respect of Damage if

- (1) The Business is

- (a) wound up or carried on by a liquidator or receiver
- or
- (b) permanently discontinued
- (2) Your interest ceases otherwise than by Your death.

We will indemnify You if We agree otherwise in writing.

2 Claims Procedure

If in relation to any claim You have failed to comply with the following Claims Procedures under this Section. You will lose Your right to indemnity or payment.

You must

- (1) take any action reasonably practicable to avoid or minimise any Damage
- (2) at Your expense, provide Us as soon as possible with
 - (a) a written claim
 - (b) details of other insurances covering the Damage
 - (c) books, records and documents We require to assess Your claim
- (3) repay Us, any payment on account We have already made, if You fail to comply with this condition.

Additional Condition

This Additional Condition only applies to this Section if stated in The Schedule.

Fire Resisting Storage

If in relation to any claim for Damage You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim. You must ensure that all Your books of account or other business books or records in which Your Customers' Accounts are shown will be kept in fire resisting safes or cabinets when not in use.

Multimedia Section

Definitions

(also refer to the Policy Definitions at the front of this booklet)

The following definitions apply to this Section and will keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Property Insured

DVD's, compact discs, computer media of all types (excluding third party proprietary software), raw stock, exposed film negative, interpositives, positives, working prints, cutting copies, fine grain prints, transparencies, matrices, lavenders, recorded video tapes, soundtracks, animations cells, art work, drawings and computer images, software and material used to generate images for Your productions or productions including those stored digitally or electronically for which You are responsible.

Damage

Accidental loss, destruction or damage.

Cover

We will indemnify You, as stated in the Basis of Settlement, in respect of Damage to the Property Insured occurring during the Period of Insurance.

Basis of Settlement

In the event of Damage to the Property Insured the basis upon which We will calculate the amount We will pay for any claim will be

- (1) Your additional expenditure which You reasonably and necessarily incur to complete the production.
- (2) the expenditure already incurred by You if the production is abandoned as a direct result of the Damage.

In the event of abandonment We will retain

- (a) the rights titles and interest in the production
- (b) all film tape and disc copies of the production
- (c) all other production materials.

The maximum We will pay for any one claim is the Limit per Production shown on The Schedule.

Exceptions

The following exceptions apply to this Section

(Also refer to the Policy Exceptions at the back of this policy booklet)

We will not indemnify You in respect of

- (1) Damage to filmed artwork, drawings, software and computer images where these are available on back-up negatives, tapes or discs unless the back-up negatives, tapes or disc are also damaged.
- (2) Operator error in exposure, lighting, or sound recording or from the use of incorrect raw stock and materials.
- (3) Delays in delivery.
- (4) Depreciation, gradual deterioration and wear and tear.
- (5) Deterioration caused by climatic or atmospheric conditions or change in the water table.
- (6) Erasure of sound or video tapes caused by magnetic or electrical fields.
- (7) Abandonment due to Your failure to meet
 - (a) deadlines
 - (b) delivery dates
 - (c) broadcast dates
 - (d) completion dates which do not allow a margin as defined in the industry practise.
- (8) Your expenditure on insurance premiums in the event of abandonment of the production.
- (9) Damage
 - (a) more specifically insured by You or on Your behalf.
 - (b) to cut outs, unused footage or library stock which do not form part of the final completed production.
- (10) Damage caused by or consisting of
 - (a) vermin or insects
 - (b) mould or fungus
- (11) Damage caused by or consisting of
 - (a) disappearance not discovered and notified to Us within 60 days of the disappearance occurring
 - (b) misfiling, misplacing, or information or clerical error
- (12) Damage caused by pollution or contamination
- (13) any Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event

contributing concurrently or in any other sequence to the loss

- (a) Terrorism
- (b) civil commotion in Northern Ireland
- (c) any action taken in controlling preventing suppressing or in any way relating to (a) and/or (b) above.

Terrorism means

- (i) in respect of Damage occurring in England Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
 - the use or threat of force and/or violence
 - and/or
 - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes.

In any action suit or proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section the burden of proving that any such Damage is covered under this Section will be upon You.

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to Indemnity or payment for that claim

- (1) You will maintain all artwork drawings, computer images and software until completion of the negative/video production print.
- (2) You will not intentionally destroy any duplicated works prints or offshoots.
- (3) Prior to filming/recording all cameras, lenses and equipment will be tested by an appropriately qualified person and found to be in a condition suitable for its intended purpose.
- (4) Prior to the start of the production You will arrange with the processing laboratory that they will
 - (a) process negative film on receipt
 - (b) advise You immediately if they discover any damage to the negative.
- (5) You must ensure that all processed negative returned from the laboratory is immediately examined and if damaged You will take immediate measures to avoid a recurrence of the damage.
- (6) You must ensure that a copy of any negative is taken prior to it being transferred to another format.

Conditions

The following conditions apply to this section

(also refer to the Policy Conditions at the back of this policy booklet).

Producers Indemnity Section

Definitions

(Also refer to the Policy Definitions at the front of this booklet)

The following definitions apply to this Specification and will keep the same meaning wherever they appear in this Specification, unless an alternative definition is stated to apply.

1. Damage

Loss arising from any cause beyond Your control.

Cover

We will indemnify You, as stated in the Basis of Settlement, arising as a result of Damage occurring during the Period of Insurance.

Basis of Settlement

In the event of Damage the basis upon which We will calculate the amount We will pay for any claim will be

- (1) Your additional expenditure which You necessarily and reasonably incur to complete the production.
- (2) the expenditure already incurred by You if the production is abandoned as a direct result of Damage.

In the event of abandonment We will retain

- (a) the rights titles and interest in the production
- (b) all film tape and disc copies of the production
- (c) all other production materials.

The maximum We will pay for any one claim is the Limit per Production shown in The Schedule.

Exceptions

The following exceptions apply to this Specification.

(Also refer to the Policy Exceptions at the back of this policy booklet).

We will not indemnify You in respect of Damage from the incapacitation of any person

- (1) caused by or resulting from the taking part in any
 - (a) stunt(s)
 - (b) illegal activities
 - (c) breach of Road Traffic Act provisions
 - (d) extreme sports

- (e) skiing or snowboarding
 - (f) scuba diving
 - (g) water skiing
 - (h) military service
 - (i) hunting on horseback
 - (j) riding or driving in any form of race
 - (k) flying or taking part in other aerial activities except while travelling as a passenger on a recognised airline

unless We have agreed otherwise in writing.

- (2) caused by or resulting from the taking of non-prescription drugs or consumption of intoxicating liquor.
- (3) caused by or resulting from a sexually transmitted disease.
- (4) who is less than twelve years of age caused by or resulting from
 - (a) mumps
 - (b) chicken pox
 - (c) measles
 - (d) whooping cough
 - (e) scarlet fever
 - (f) tonsillitis
 - (g) diphtheria.
- (5) who at the commencement of the Period of Insurance is less than 4 years of age or more than 80 years of age.
- (6) caused by or resulting from a pre existing condition.

We will not indemnify You in respect of

- (7) Abandonment due to Your failure to meet
 - (a) deadlines
 - (b) delivery dates
 - (c) broadcast dates
 - (d) completion dates which do not allow a margin as defined in the industry practice
 - (e) the terms of any contract.

- (8) (a) money, securities or other consideration surrendered as a ransom payment by You as a result of kidnapping or alleged kidnapping
- (b) Your expenditures on insurance premiums in the event of abandonment of the production
- (c) The Excess as stated in the Schedule.

- (9) any Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

- (a) Terrorism
- (b) civil commotion in Northern Ireland
- (c) any action taken in controlling preventing suppressing or in any way relating to (a) and/or (b) above.

Terrorism means

- (i) in respect of Damage occurring in England Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands)

acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto

- (ii) in respect of Damage occurring in any territory not specified in (i) above
- any act or acts including but not limited to

- (1) the use or threat of force and/or violence and/or
- (2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes.

In any action suit or proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section the burden of proving that any such Damage is covered under this Section will be upon You.

- (10) Damage caused by or consisting of

- (a) faulty or defective design materials workmanship or operating error
- (b) gradual deterioration or wear and tear
- (c) corrosion, rust or rot

However, We will indemnify You in respect of any subsequent Damage which itself results from a cause not otherwise excluded.

- (11) Damage caused by or consisting of

- (a) disappearance not discovered and notified to Us within 60 days of the disappearance
- (b) unexplained or inventory shortage
- (c) misfiling, misplacing of information or clerical error
- (d) acts of fraud or dishonesty

- (12) Damage to recorded video tapes or exposed film.

- (13) The failure of any videotape film or recording or any special effect used in its production to fulfil its intended function or create the desired effect.

- (14) Cancellation, interruption postponement or abandonment of filming or recording due to weather conditions resulting in unsuitable photographic or recording conditions.

- (15) Damage directly or indirectly caused by or contributed by

- (a) the failure of any animal to perform its intended function in a production unless due to death accidental injury or illness or disease first manifesting itself after the date of engagement for a production
- (b) electrical or mechanical breakdown of any aircraft helicopter hovercraft waterborne vessel motor cycle motor vehicle railway locomotive robot lifting machinery or contractors plant which is intended to appear in the insured production

- (16) Damage due to the incapacity or inadequate performance of any person caused by stress other than as a result of mental stress due to serious accidental bodily injury or illness requiring hospitalisation or death of that persons spouse, fiancé(e) child parent brother or sister
 - (17) (a) the costs of rectifying programming errors or design defects in software
(b) In respect of third party proprietary software only any additional expenditure due to programming errors or design defects but this exception shall not apply to additional expenditure consequent upon erasure destruction corruption or distortion of other software caused by programming errors or design defects in third party proprietary software.
 - (18) Additional expenditure in consequence of Your use of software in respect of which development has not been finalised or which has not passed all testing procedures or which has not been successfully proven
 - (19) Additional expenditure in consequence of failure to comply with manufacturers recommendations relating to storage of computer media
 - (20) any loss arising directly or indirectly as a result of or contributed to or by any animal disease.
- (2) You must notify Us immediately of any event that may lead to a claim under this Section.
 - (3) (a) All travel and filming arrangements including purchase of tickets reservation or accommodation receipt of passports visas filming permits and consents and required or recommended immunisations are completed prior to departure to the first shoot location of any production and that all other necessary and appropriate arrangements have been made for fulfilment of the production.
(b) The principal persons are under contract to complete the insured productions(s.)

Conditions

The following conditions apply to this Specification.

(Also refer to the Policy Conditions at the back of this policy booklet).

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to Indemnity or payment for that claim.

- (1) In the event of bodily injury or illness to a Cast or Crew member
 - (a) that person must immediately consult a qualified medical practitioner and follow any medical advice given.

All relevant medical records, notes and correspondence must be made available by that person on request to any medical advisor or practitioner appointed by Us. Such medical advisor or practitioner will be allowed to examine that person as often as may reasonably be considered necessary.

Revenue Protection

Post-production Indemnity

Multimedia Section

Definitions

(Also refer to the Policy Definitions at the front of this booklet.)

The following definitions apply to this Section and will keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Property Insured

DVD's, compact discs, computer media of all types (excluding third party proprietary software), raw stock, exposed film negative, interpositives, positives, working prints, cutting copies, fine grain prints, transparencies, matrices, lavenders, recorded video tapes, soundtracks, animations cells, art work, drawings and computer images, software and material used to generate images for productions including those stored digitally or electronically for which You are responsible.

Damage

Accidental loss, destruction or damage.

Cover

We will indemnify You, as stated in the basis of settlement, in respect of damage for which You are responsible to the Property Insured occurring during the Period of Insurance.

Basis of Settlement

In the event of Damage to the Property Insured in Your custody or control the basis upon which We will calculate the amount We pay for any claim will be

1. the additional expenditure which Your client reasonably and necessarily incurs to complete the production.

The maximum We will pay for any one claim is the Limit shown in The Schedule.

Exceptions

The following exceptions apply to this Section

(Also refer to the Policy Exceptions at the back of this policy booklet.)

We will not indemnify You in respect of

- (1) Damage to filmed artwork, drawings, software and computer images where these are available on back-up negatives, tapes or discs unless the back-up negatives, tapes or disc are also damaged.
- (2) Operator error in use of post production equipment.
- (3) Delays in delivery.
- (3) Depreciation, gradual deterioration and wear and tear.
- (4) Deterioration caused by climatic or atmospheric conditions or change in the water table.
- (5) Erasure of sound or video tapes caused by magnetic or electrical fields.
- (6) The Excess as stated in the Schedule.
- (7) Damage
 - (a) more specifically insured by You or Your Client
 - (b) to cut outs, unused footage or library stock which do not form part of the final completed production.
- (8) Damage caused by or consisting of
 - (a) vermin or insects
 - (b) mould or fungus.
- (9) Damage caused by or consisting of
 - (a) disappearance
 - (b) misfiling, misplacing, or information or clerical error.
- (10) Damage caused by pollution or contamination.

(11) Any damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- (a) Terrorism
- (b) civil commotion in Northern Ireland
- (c) any action taken in controlling preventing suppressing or in any way relating to 11 (a) and/or 11 (b) above.

Terrorism means

- (i) in respect of Damage occurring in England Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
 - the use or threat of forceand/or
 - violenceand/or
 - harm or damage to life or to property (or the threat of such harm or damage)

including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means group(s) of persons or so claimed in whole or in part for political religious ideological or similar In any action suit or proceedings where We allege that any Damage results from Terrorism as defined purposes

caused or occasioned by any person(s) or above and is therefore not covered by this Section the burden of proving that any such Damage is covered under this Section will be upon You.

Conditions

The following conditions apply to this section.

(Also refer to the Policy Conditions at the back of this policy booklet.)

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to

Indemnity or payment for that claim.

- (1) You will maintain all artwork drawings, computer images and software until completion of the post-production process is accepted by your client.
- (2) You will not intentionally destroy any duplicated works prints or offshoots.
- (3) Prior to commencing the post-production process all equipment will be tested by an appropriately qualified person and found to be in a condition suitable for its intended purpose.
- (4) Prior to the start of the post production process You must ensure that all submitted media received from Your client is immediately examined and if damaged You will advise them immediately of this.
- (5) You must ensure that a copy of any negative exists prior to it being transferred to another format.

Employers' Liability Section

Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

Compensation

Damages, including interest.

Costs and Expenses

- (1) Fees for The Insured's legal representation at
 - (a) any Coroner's Inquest or Fatal Accident Inquiry
 - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
- (2) Cost and expenses
- (3) Any claimant's legal costs for which The Insured is legally liable

incurred with Our written consent

in connection with any event which is or may be the subject of indemnity under this Section.

Terrorism

Any act or acts including but not limited to

- (1) the use or threat of force and/or violence and/or
- (2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

The Defined Territories

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or offshore installations within the Continental Shelf around such territories.

The Insured

- (1) You.
 - (2) Your personal representatives in respect of legal liability You incur.
 - (3) At Your request
 - (a) any director, partner or Employee of Yours
 - (b) the officers, committees and members of Your
 - (i) canteen, social, sports, educational and welfare organisations
 - (ii) first aid, fire, security and ambulance servicesin their respective capacities as such
 - (c) any principal for whom You are carrying out a contract to the extent required by the contract conditions
 - (d) those who hire plant to You to the extent required by the hiring conditions
- or the personal representative of any of these persons
- in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

The Limit of Indemnity

The maximum amount, stated in The Schedule, including Costs and Expenses, which We will pay in respect of any one claim or series of claims against The Insured arising out of one cause.

The Territorial Limits

Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.

We will not provide indemnity in respect of Bodily Injury to any Employee engaged by You outside The Defined Territories for the purpose of work by any such Employee outside The Defined Territories.

Legal Liabilities

Employers' Liability

Cover

We will indemnify The Insured against

- (1) legal liability to pay Compensation and
- (2) Costs and Expenses

in respect of Bodily Injury caused during the Period of Insurance to any Employee arising out of and in the course of employment by You in The Business within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity.

Clauses

The following clauses apply to this Section.

Additional Activities

The Business includes

- (1) ownership, use and upkeep of Your premises.
- (2) upkeep of vehicles and plant owned and used by You.
- (3) canteen, social, sports, educational and welfare organisations for the benefit of any Employee.
- (4) Your first aid, fire, security and ambulance services.
- (5) Your participation in exhibitions.
- (6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee of Yours.

Contractual Liability

We will indemnify The Insured in respect of liability for Bodily Injury imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories.

Cross Liabilities

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during The Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which
 - (a) result from any deliberate act or omission by You.
 - (b) relate to the health and safety of any person other than an Employee.
- (3) where indemnity is provided by another insurance policy.

Our Right of Recovery

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

However, You will repay to Us all sums We would not have been liable to pay but for the provisions of such law.

Payment for Court Attendance

We will compensate You if, at Our request, You, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to indemnity.

The maximum We will pay for

- | | |
|--------------------------------------|---------------|
| (1) You, each director or partner is | £250 per day. |
| (2) each Employee is | £150 per day. |

Legal Liabilities

Employers' Liability

Unsatisfied Court Judgements

We will, at Your request, pay any Employee or his or her personal representative, the amount of damages and costs awarded to such person as a result of a judgement which has been obtained for Bodily Injury against any company registered in or any individual domiciled in The Defined Territories and which remain unpaid six months after the date of such judgement.

Payment will only be made where

- (1) the Bodily Injury was caused during any Period of Insurance to the Employee arising out of and in the course of employment by You in The Business.
- (2) the judgement was obtained in a court within The Defined Territories.
- (3) there is no appeal outstanding to the judgement.
- (4) the Employee, or his or her personal representative, assigns the judgement debt to Us.

Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against You which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which
 - (a) result from any deliberate act or omission by You.
 - (b) relate to any person other than an Employee.
- (3) in respect of any
 - (a) fines.
 - (b) remedial or publicity orders or any steps required to be taken by such orders.
- (4) where indemnity is provided by another insurance policy.

Exceptions

The following exceptions apply to this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet).

We will not provide indemnity in respect of

- (1) work in or on and travel to, from or within any offshore
 - (a) accommodation, exploration, drilling or production rig or platform.
 - (b) support vessel.
- (2) Bodily Injury sustained by any Employee when such person is
 - (a) carried in or upon a vehicle
 - (b) entering or getting on to, or alighting from, a vehiclewhere any road traffic legislation requires insurance or security.
- (3)
 - (a) liquidated damages.
 - (b) penalty clauses.
 - (c) fines.
 - (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- (4) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
 - (a) Terrorism
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) aboveexcept as stated in **Special Provision – Terrorism** below

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (4)(a) and/or (4)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

Special Provision – Terrorism

Subject otherwise to the terms of the policy

Neither of the exclusions in (4)(a) and (4)(b) above shall apply to the Employers' Liability Section but the Limit of Indemnity for the purpose of this Special Provision – Terrorism is limited to £5,000,000 including costs and expenses.

Conditions

The following conditions apply to this Section.

Also refer to the Policy Conditions at the back of this policy booklet).

Premium Adjustment

- (1) At renewal, where it is stated in The Schedule that index linking applies, the estimates upon which the premium is based will be adjusted for movements in The Average Earnings Index issued by the relevant government department. We may select an alternative measure if the index is unavailable.
- (2) Where it is stated in The Schedule that declarations apply
 - (a) You will, within one month after the Expiry Date shown in The Schedule, supply the information We require
 - and
 - (b) We will adjust the premium for the expired period subject to any minimum premium(s) applying.

Suspension of Cover

We may, at any reasonable time, inspect any property and, in the event of any defect or danger being apparent, We may by written notice to You suspend all our liability that might otherwise arise from such defect or danger.

Additional Endorsements

This Section extends to include the following Additional Endorsements, only if stated as applying in The Schedule.

G Erection of Buildings

We will only indemnify The Insured in respect of contracts, undertaken by The Insured, for the erection of buildings not exceeding ten metres in height and including any

- (1) partial or total demolition
- (2) road and footpath construction
- (3) laying pipes and drains forming part of the contract.

We will not provide indemnity in respect of piling work or the use of explosives.

H Erection, Alteration, Maintenance or Repair of Buildings

We will indemnify The Insured in respect of contracts, undertaken by The Insured, for the

- (1) erection, alteration, maintenance or repair of buildings not exceeding ten metres in height and including any
 - (a) partial or total demolition
 - (b) road and footpath construction
 - (c) laying pipes and drains forming part of the contract.
- (2) partial or total demolition of structures not exceeding four metres in height.

We will not provide indemnity in respect of piling work or the use of explosives.

I General Builders

We will indemnify The Insured in respect of

- (1)
 - (a) partial or total demolition
 - (b) road and footpath construction
 - (c) laying pipes, drains and sewers only if this forms part of a contract undertaken by The Insured for the erection, alteration, maintenance or repair of buildings or structures.
- (2) partial or total demolition of structures not exceeding four metres in height.

We will not provide indemnity in respect of

- (1) piling work, water diversion or the use of explosives.
- (2) the construction of or work on towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs.

J Civil Engineering Contractors including Road and Sewer Contractors

We will indemnify The Insured in respect of partial or total demolition

- (1) of structures as part of a contract, undertaken by The Insured, for erection, reconstruction, alteration, maintenance or repair.
- (2) of other structures not exceeding four metres in height.

We will not provide indemnity in respect of

- (1) piling work, water diversion or the use of explosives.
- (2) the construction of or work on towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs.
- (3) digging below the Depth Limit shown in The Schedule.

K Height Limit

We will not provide indemnity in respect of work at a height where the drop exceeds the Height Limit shown in The Schedule.

Public and Products Liability Section

Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

Compensation

Damages, including interest.

Costs and Expenses

- (1) Fees for The Insured's legal representation at
 - (a) any Coroner's Inquest or Fatal Accident Inquiry
 - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
- (2) Costs and expenses incurred with Our written consent
- (3) Any claimant's legal costs for which The Insured is legally liable

in connection with any event which is or may be the subject of indemnity under this Section.

Damage

Physical

- (1) loss.
- (2) destruction.
- (3) damage.

Personal Injury

- (1) Bodily Injury.
- (2) Wrongful
 - (a) arrest, detention or imprisonment.
 - (b) eviction.
 - (c) accusation of shoplifting.

Pollution or Contamination

- (1) Pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- (2) all loss, Damage to Property and Bodily Injury directly or indirectly caused by such pollution or contamination.

Products Supplied

Anything which is

- (1) manufactured, sold, supplied, processed, altered or treated
- (2) repaired, serviced or tested
- (3) installed, constructed, erected or transported

by You or on Your behalf and which is no longer in the custody or control of The Insured.

Property

Material property.

Terrorism

Any act or acts including but not limited to

- (1) the use or threat of force and/or violence and/or
- (2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

The Defined Territories

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or offshore installations within the Continental Shelf around such territories.

The Insured

- (1) You
- (2) Your personal representatives in respect of legal liability You incur.
- (3) At Your request
 - (a) any director, partner or Employee of Yours
 - (b) the officers, committees and members of Your

Legal Liabilities

Public and Products Liability

(i) canteen, social, sports, educational and welfare organisations

(ii) first aid, fire, security and ambulance services

in their respective capacities as such

(c) any principal for whom You are carrying out a contract, to the extent required by the contract conditions

(d) those who hire plant to You to the extent required by the hiring conditions

or the personal representatives of any of these persons

in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

The Limit of Indemnity

The maximum amount, stated in The Schedule, which We will pay in respect of any one event or all events of a series consequent on or attributable to one original cause.

In respect of

(1) Products Supplied

(2) Pollution or Contamination

The Limit of Indemnity will apply to the total of all events happening in any one Period of Insurance.

The Territorial Limits

Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.

The Works

All works completed or to be completed by You or on Your behalf including

(1) all materials incorporated or to be incorporated

(2) plant, tools, equipment and temporary buildings used or to be used

for the period during which You are responsible under contract conditions.

Cover

We will indemnify The Insured against

(1) legal liability to pay Compensation

and

(2) Costs and Expenses

in respect of accidental

(a) Personal Injury

(b) Damage to Property

(c) obstruction, trespass, nuisance or interference with any right of way, air, light or water

which arises in connection with The Business and which happens during the Period of Insurance and within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity and any Costs and Expenses. However, in respect of any claim brought in

(1) the United States of America or any territory within its jurisdiction

(2) Canada

the maximum We will pay, inclusive of Costs and Expenses, is The Limit of Indemnity.

Clauses

The following clauses apply to this Section.

Additional Activities

The Business includes

(1) ownership, use and upkeep of Your premises.

(2) upkeep of vehicles and plant which are owned and used by You.

(3) Your canteen, social, sports, educational and welfare organisations for the benefit of any Employee.

(4) Your first aid, fire, security and ambulance services.

(5) Your participation in exhibitions.

(6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee.

Legal Liabilities

Public and Products Liability

Buildings Temporarily Occupied

We will indemnify The Insured in respect of legal liability for accidental Damage to premises (and their contents) temporarily occupied by The Insured for the purpose of carrying out The Business.

We will not provide indemnity in respect of Damage to

- (1) Premises and their contents which You own or are loaned, leased, hired or rented to
 - (a) The Insured.
 - (b) any other party who is carrying out work on Your behalf,
- (2) The Works.

Legal Expenses arising from Consumer Protection Act 1987 and Food Safety Act 1990

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from criminal proceedings for any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which result from any deliberate act or omission by You.
- (3) where indemnity is provided by another insurance policy.

Contractual Liability

We will indemnify The Insured against liability in respect of accidental Bodily Injury or Damage to Property imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories.

Cross Liabilities

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

Data Protection

We will indemnify The Insured in respect of

- (1) legal fees and defence costs
- (2) legal liability for Compensation to an individual, the subject of personal data The Insured holds and who suffers material or non-material damage caused by inaccuracy of data, loss of the data, unauthorised destruction or disclosure of the data

arising from proceedings brought against The Insured under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing.

The maximum We will pay for all claims happening during any one Period of Insurance is £1,000,000.

We will not provide indemnity in respect of

- (1)
 - (a) Personal Injury other than as provided by this clause
 - (b) Damage to Property
 - (c) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
 - (d) libel, slander or defamation.
- (2) consequential losses.
- (3) liability as a result of You having authorised the destruction or disclosure of the data or which could reasonably have been expected to arise as a result of any other deliberate act or omission by You.
- (4) liability which arises solely by reason of the terms of any agreement or in respect of liquidated damages.
- (5) liability under any penalty clause or any fine or statutory payment.
- (6) legal costs or expenses or financial losses in respect of any order for rectification or erasure of data or requiring that data to be supplemented by any other statements.
- (7) proceedings relating to Compensation for any Employee if the Employers' Liability Section of this policy is not in force.

Legal Liabilities

Public and Products Liability

Defective Premises

We will indemnify The Insured in respect of legal liability for accidental Bodily Injury or Damage to Property arising under

- (1) the Defective Premises Act 1972
- (2) the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001

in connection with any premises which You previously owned or occupied for the purposes of The Business.

We will not provide indemnity in respect of the cost of rectifying any defect or alleged defect in such premises.

Employees' and Visitors' Personal Belongings

We will indemnify the Insured in respect of legal liability for accidental Damage to employees' and visitors' vehicles and personal belongings which are in the custody or control of The Insured.

We will not provide indemnity where this Property is

- (1) loaned, leased, hired or rented to The Insured.
- (2) stored for a fee or other consideration by The Insured.
- (3) in the custody or control of The Insured for the purposes of being worked upon.

Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which
 - (a) result from any deliberate act or omission by You.
 - (b) relate to the health and safety of any Employee.

- (3) where indemnity is provided by another insurance policy.

Hired or Rented Premises

We will indemnify The Insured in respect of legal liability for accidental Damage to premises (including fixtures and fittings) within The Defined Territories which are hired, rented or loaned to The Insured in connection with The Business.

We will not provide indemnity in respect of

- (1) the first £250 of Compensation, Costs and Expenses in respect of such Damage caused other than by fire or explosion.
- (2) liability imposed on The Insured solely by reason of the terms of any hiring or renting agreement.
- (3) Damage caused by fire or any other peril against which any hiring or renting agreement specifies that insurance is taken out by The Insured.

Motor Contingent Liability

We will indemnify You in respect of Your legal liability for accidental Bodily Injury and Damage to Property which arises from any vehicle or trailer attached thereto which is

- (1) (a) not owned by
(b) not loaned, leased, hired or rented to
You nor provided by You
and
- (2) being used in connection with The Business in The Defined Territories.

We will not provide indemnity

- (1) in respect of Damage to the vehicle or trailer or goods carried in or on the vehicle or trailer.
- (2) while the vehicle is being driven by
 - (a) You.
 - (b) any person who to Your knowledge or that of Your representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
- (3) where indemnity is provided by another insurance policy.

Legal Liabilities

Public and Products Liability

Overseas Personal Liability

We will indemnify You and, at Your request, any director, partner or Employee of Yours in respect of legal liability for accidental Bodily Injury or Damage to Property incurred in a personal capacity whilst such persons are temporarily outside The Defined Territories in connection with The Business.

We will also indemnify any accompanying spouse and children.

Where You are an individual, this indemnity will also apply to Your personal liability whilst away from Your business premises in connection with The Business but within The Defined Territories.

We will not provide indemnity

- (1) where liability arises from
 - (a) any agreement unless liability would have existed otherwise.
 - (b) ownership or occupation of land or buildings.
 - (c) the carrying on of any trade or profession.
 - (d) ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft.
- (2) where indemnity is provided by another insurance policy.

Payment for Court Attendance

We will compensate You if, at Our request, You, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to indemnity.

The maximum We will pay for

- (1) You, each director or partner is £250 per day.
- (2) each Employee is £150 per day.

Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of

- (a) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (b) costs of prosecution awarded against You which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which
 - (a) result from any deliberate act or omission by You.
 - (b) relate to any Employee.
- (3) in respect of any
 - (a) fines.
 - (b) remedial or publicity orders or any steps required to be taken by such orders.
- (4) where indemnity is provided by another insurance policy.

Exceptions

The following exceptions apply to this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet).

We will not provide indemnity in respect of

- (1) Personal Injury to any Employee arising out of and in the course of employment by You in The Business.
- (2) the ownership, possession or use by or on behalf of The Insured of any
 - (a) aircraft, aerial device or hovercraft.
 - (b) watercraft exceeding 8 metres in length.
 - (c) motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than
 - (i) where described in the Motor Contingent Liability Clause.
 - (ii) the loading or unloading of any such vehicle, trailer or plant where indemnity is not provided by another insurance policy.
- (3) Damage to Property
 - (a) which You own or is loaned, leased, hired or rented to The Insured
 - (b) which is held in trust or in the custody or control of
 - (i) The Insured

<p>(ii) any other party who is carrying out work on Your behalf</p> <p>other than in the circumstances described in the Hired or Rented Premises Clause or the Employees' and Visitors' Personal Belongings Clause.</p> <p>(c) which requires to be insured under the terms of Clause 21.2.1. of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions.</p> <p>(4) Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating</p> <p>(a) Products Supplied (other than Products Supplied under a separate contract).</p> <p>(b) The Works.</p> <p>(5) recalling or making refunds in respect of</p> <p>(a) Products Supplied.</p> <p>(b) The Works.</p> <p>(6) advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract.</p> <p>(7) the carrying out of any work or any Products Supplied which affects or could affect</p> <p>(a) the navigation, propulsion or safety of any aircraft or other aerial device.</p> <p>(b) the safety or operation of nuclear installations.</p> <p>(8) Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.</p> <p>All Pollution or Contamination which arises out of one incident will be deemed to have happened at the time such incident takes place.</p> <p>(9) (a) work in or on and travel to, from or within</p> <p>(b) Products Supplied to any offshore</p> <p>(i) accommodation, exploration, drilling or production rig or platform.</p> <p>(ii) support vessel.</p>	<p>(10) (a) liquidated damages.</p> <p>(b) penalty clauses.</p> <p>(c) fines.</p> <p>(d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.</p> <p>(11) liability imposed on You solely by reason of the terms of any contract conditions or agreement in connection with Products Supplied.</p> <p>(12) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event</p> <p>(a) Terrorism</p> <p>(b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above</p> <p>except as stated in Special Provision - Terrorism below.</p> <p>In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (12)(a) and/or (12)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.</p> <p>Special Provision - Terrorism</p> <p>Subject otherwise to the terms of the policy</p> <p>Neither of the exclusions in (12)(a) and (12)(b) above shall apply to the Public and Products Liability Section but The Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to £2,000,000 or any other amount specified in the policy for Public and/or Products Liability whichever is the lower.</p> <p>(13) the amount of Compensation, Costs and Expenses shown in The Schedule as applying in respect of each and every event resulting in Damage to Property.</p> <p>You will reimburse any such amount paid by Us.</p>
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- (14) (a) exposure to
- (b) inhalation of
- (c) fears of the consequences of exposure to or inhalation of
- (d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of
- Asbestos including any product containing Asbestos.

Conditions

The following conditions apply to this Section.

(Also refer to the Policy Conditions at the back of this policy booklet).

Premium Adjustment

- (1) At renewal, where it is stated in The Schedule that index linking applies, the estimates upon which the premium is based will be adjusted for movements in The Average Earnings Index issued by the relevant government department. We may select an alternative measure if the index is unavailable.
- (2) Where it is stated in The Schedule that declarations apply
- (a) You will, within one month after the Expiry Date shown in The Schedule, supply the information We require
- and
- (b) We will adjust the premium for the expired period subject to any minimum premium(s) applying.

Suspension of Cover

We may, at any reasonable time, inspect any property and, in the event of any defect or danger being apparent, We may by written notice to You suspend all our liability that might otherwise arise from such defect or danger.

Additional Endorsements

This Section extends to include the following Additional Endorsements, only if stated as applying in The Schedule.

Additional Endorsements

C Products Supplied Restriction

We will not provide indemnity in respect of Products Supplied other than

- (a) the sale or supply of food and drink.
- (b) the supply of office requisites.
- (c) the disposal of furniture and office equipment previously used in the course of The Business.

E North American Products Supplied Exclusion

We will not provide indemnity in respect of Products Supplied which The Insured knew, knows or could be expected to know would be used within the United States of America or Canada.

G Erection of Buildings

We will only indemnify The Insured in respect of contracts, undertaken by The Insured, for the erection of buildings not exceeding ten metres in height and including any

- (a) partial or total demolition
- (b) road and footpath construction
- (c) laying pipes and drains
- forming part of the contract.

We will not provide indemnity in respect of piling work or the use of explosives.

H Erection, Alteration, Maintenance or Repair of Buildings

We will indemnify The Insured in respect of contracts, undertaken by The Insured, for the

- (1) erection, alteration, maintenance or repair of buildings not exceeding ten metres in height and including any
- (a) partial or total demolition
- (b) road and footpath construction
- (c) laying pipes and drains
- forming part of the contract.
- (2) partial or total demolition of structures not exceeding four metres in height.

We will not provide indemnity in respect of piling work or the use of explosives.

I General Builders

We will indemnify The Insured in respect of

- (1) (a) partial or total demolition
- (b) road and footpath construction
- (c) laying pipes, drains and sewers

only if this forms part of a contract undertaken by The Insured for the erection, alteration, maintenance or repair of buildings or structures.

- (2) partial or total demolition of structures not exceeding four metres in height.

We will not provide indemnity in respect of

- (a) piling work, water diversion or the use of explosives.
- (b) the construction of or work on towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs.

J Civil Engineering Contractors including Road and Sewer Contractors

We will indemnify The Insured in respect of partial or total demolition

- (1) of structures as part of a contract, undertaken by The Insured, for erection, reconstruction, alteration, maintenance or repair.
- (2) of other structures not exceeding four metres in height.

We will not provide indemnity in respect of

- (a) piling work, water diversion or the use of explosives.
- (b) the construction of or work on towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs.
- (c) digging below the Depth Limit shown in The Schedule.

K Height Limit

We will not provide indemnity in respect of work at a height where the drop exceeds the Height Limit shown in The Schedule.

Commercial Legal Protection Section

Definitions

(Also refer to the Policy Definitions at the front of this policy booklet.)

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the section unless an alternative definition is stated to apply.

As soon as You are aware of an incident, You should get legal advice from the legal helpline on 0345 300 1899 without delay. Please have Your policy number to hand.

If You think that You might need to claim, contact the helpline on 0345 300 1899 and request a claim form. We can only proceed with Your claim once We have received details of the incident in writing. A claim form is available to download at www.aviva.co.uk/legalprotection.

Appointed Representative

The lawyer, accountant or other suitably qualified person, who has been appointed by us to act on behalf of an Insured Person.

Aspect Enquiry

An examination by H M Revenue and Customs which considers one or more specific aspects of Your self-assessment and/or corporation tax return.

Attendance Expenses

- (1) The salary or wages of the Insured Person for the time they are off work
 - (a) to attend any arbitration, court or tribunal hearing at Our request
 - (b) as a defendant or while attending jury service.
- (2) We will pay for each half or whole day that the
 - (a) court
 - (b) tribunal
 - (c) employer of the Insured Personwill not pay for.
- (3) The amount We will pay is based on the following
 - (a) the time the Insured Person is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours.

(b) if the Insured Person

- (i) works full time, the salary or wages for each whole day equals 1/250th of the annual salary or wages of the Insured Person.
- (ii) works part-time, the salary or wages will be a proportion of the weekly salary or wages of the Insured Person.

Costs and Expenses

- (1) All reasonable and necessary legal or accountancy costs charged by the Appointed Representative and agreed by us.
- (2) Legal costs which an Insured Person has been ordered to pay by a court or other body which we have agreed to authorise.

Date of Occurrence

- (1) In all civil cases, when the cause of action accrued (other than Contingencies 4A, 4B or 4C – Tax).
- (2) In all criminal cases, when the Insured Person first broke or is alleged to have first broken the criminal law in question.
- (3) Full Enquiries, Aspect Enquiries or Intervention Enquiries, when H M Revenue and Customs first notifies in writing the intention to make enquiries.
- (4) Employers Compliance and Value Added Tax disputes, when HM Revenue and Customs sends an assessment or written decision to You.
- (5) Licence or Registration Appeals, when You were first notified of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel Your licence or British Standard Certificate of Registration.

Full Enquiry

An extensive examination by H M Revenue and Customs which considers all aspects of Your tax affairs, excluding those enquiries which are limited to one or more specific aspects of Your self-assessment and/or corporation tax return.

Insured Person

- (1) You
- (2) any director of Yours, or partner, or proprietor of The Business
- (3) any employee of Yours under a contract of employment with You.
- (4) any other person agreed with Us

Legal Liabilities

Commercial Legal Protection

Intervention Enquiry

An examination by HM Revenue and Customs to measure the level of compliance in Your financial accounting records to highlight area where errors have or may occur

Legal Proceedings

Legal proceedings for

- (1) the pursuit or defence of a claim for damages
- (2) the defence of a criminal prosecution
- (3) appeal proceedings
- (4) specific performance or injunction

dealt with by negotiation or in a court of law, tribunal or arbitration or any other body which We have agreed to or authorised.

Limit of Indemnity

The maximum amount stated in The Schedule which We will pay for Costs and Expenses in respect of any or all claims arising out of one originating cause in connection with the business stated in The Schedule.

Prospects of Success

In respect of all civil cases, it is always more likely than not that an Insured Person will

- (1) recover damages or obtain any other legal remedy which We have agreed to
- (2) make a successful defence
- (3) make a successful appeal or defence of an appeal.

Prospects of success will be assessed by Us or an Appointed Representative on Our behalf.

Territorial Limits

For Contingencies 2 Legal Defence (other than Contingency 2 E) and 3B Bodily Injury

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus).

For all other Contingencies

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Cover

We will indemnify You or an Insured Person where specified for any Costs and Expenses and Attendance Expenses incurred in respect of Legal Proceedings

following the occurrence of a Contingency stated as applying in The Schedule

provided that

- (1) the Contingency occurs within the Territorial Limits and the Date of Occurrence is within the Period of Insurance
- (2) any Legal Proceedings take place within the Territorial Limits
- (3) Prospects of Success exist for the duration of the claim
- (4) in respect of any appeal or defence of an appeal, it has been reported to Us at least 10 working days prior to the deadline for any appeal
- (5) the maximum We will pay is the Limit of Indemnity.
- (6) You must report an incident to Us as soon as possible and in any event no later than 180 days after the date the Insured Person knew or should have known about the incident.

Contingencies

1A Employment Disputes

We will defend You

- (1) prior to the issue of Legal Proceedings following the dismissal of an Insured Person
- (2) in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme
- (3) in Legal Proceedings in respect of any dispute with
 - (a) an Insured Person
 - (b) a former Insured Person
 - (c) a trade union acting on behalf of an Insured Person or a former Insured Personwhich arises out of, or relates to, a contract of employment with You
- (4) in Legal Proceedings in respect of any dispute with
 - (a) an Insured Person
 - (b) a former Insured Person
 - (c) a prospective Insured Personarising from an alleged breach of their statutory rights under employment legislation.

We will not provide indemnity for any claim in respect of damages for personal injury or loss of or physical damage to material property.

1B Compensation Awards

We will pay

- (1) any basic and compensatory award
- (2) an order for compensation following a breach of Your statutory duties under employment legislation

which You are ordered to pay by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and approved by Us in writing in respect of a claim We have accepted under Contingency 1A – Employment Disputes.

The maximum amount We will pay in respect of compensation awards in any one Period of Insurance is £1,000,000.

We will not provide indemnity in respect of

- (1) non payment of money due under the relevant contract of employment or related statutory provision
- (2) any compensation award related to
 - (a) trade union activities, trade union membership or non-membership
 - (b) health & safety related dismissals brought under section 44 of the Employment Rights Act 1996
 - (c) statutory rights in relation to trustees of occupational pension schemes
 - (d) statutory rights in relation to Sunday shop and betting work
- (3) any award ordered as a result of a breach National Minimum Wage laws
- (4) any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made including non-compliance with a reinstatement order or re-engagement order.

Conditions to Contingency 1B

If in relation to any claim You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim.

(1) Performance and/or conduct

In cases relating to performance and/or conduct of an Insured Person, or former Insured Person You must, throughout the dispute, have either

- (a) followed the ACAS Code of Disciplinary Practice and Procedures in Employment as prepared by the Advisory Conciliation and Arbitration Service
or
- (b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland
or
- (c) sought and followed the advice from Our 24 hour legal helpline. (0345 300 1899)

(2) Unlawful Discrimination

In respect of an order of compensation following a breach of Your statutory duties under discrimination legislation You must have at all times sought and followed the advice of Our 24 hour legal helpline since the date You knew or should have known about the employment dispute.

(3) Redundancy

In respect of any compensation award for

- (a) redundancy
- (b) alleged redundancy
- (c) unfair selection for redundancy

You must have sought and followed the advice of Our 24 hour legal helpline prior to serving notice of dismissal. (0345 300 1899).

1C Service Occupancy

We will negotiate for Your legal rights against an Insured Person or former Insured Person to recover possession of premises owned by You, or for which You are responsible.

We will not indemnify You in respect of any claim relating to defending Your legal rights other than defending a counter claim.

(2) Legal Defence

2A Criminal Prosecution

We will defend an Insured Person

- (1) prior to the issue of legal proceedings when dealing with the
 - (a) Police
 - (b) Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officerwhere it is alleged the Insured Person has or may have committed a criminal offence
- (2) following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction

We will not provide indemnity in respect of any claim which leads to the Insured Person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

2B Data Protection

We will

- (1) (a) defend the legal rights of an Insured Person following civil action taken against the Insured Person for compensation

- (b) also pay any compensation award made against the Insured Person

under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing,

provided that You are registered with the Information Commissioner at the time of the incident giving rise to the action.

- (2) represent You in appealing against the refusal of the Information Commissioner to register Your application for registration.

2C Wrongful Arrest

We will defend Your legal rights following civil action taken against You for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance

2D Employee Civil Legal Defence

At Your request We will defend the legal rights of an Insured Person (other than You) if

- (1) an event arising from their work as an Insured Person leads to civil action being taken against them under legislation for unlawful discrimination
- (2) civil action is being taken against them as a trustee of a pension fund set up for the benefit of Your employees

2E Statutory Notice

At Your request We will represent the Insured Person in appealing against the imposition or terms of Statutory Notice issued under legislation affecting Your Business

2F Jury Service

We will pay the Attendance Expenses of an Insured Person for jury service.

Provided that

- (1) in respect of proceedings under the Health and Safety at Work etc. Act 1974, the Territorial Limits shall be any place where the Act applies
- (2) at the time of the insured incident, You are registered with the Information Commissioner in respect of Contingency 2B (1).

2G Disciplinary Hearings

We will represent an Insured Person at a disciplinary hearing that they are required to attend by a regulatory authority or professional body as a result of a complaint being brought against them.

3A Property Protection

We will represent You in any Legal Proceedings for civil action relating to material property which is owned by You, or for which You are responsible, following

- (1) any event which causes or could cause physical damage or loss to such material property
- (2) any nuisance or trespass including the eviction of squatters or any person occupying premises owned by you for which you are responsible.

We will not indemnify You in respect of any claim relating to

- (1) a contract entered into by You
- (2) tenancy disputes
- (3) goods

- (a) in transit
- (b) lent or hired out
- (c) at premises You do not occupy unless for
 - (i) installation
 - or
 - (ii) use in work to be carried out by You
- (4) mining subsidence
- (5) a motor vehicle whilst being driven by an Insured Person

3B Personal Injury

We will pursue the legal rights of an Insured Person and their family members, if they are accompanying an Insured Person, following an event which causes the death of, or bodily injury to them.

- We will not provide indemnity in respect of any claim relating to
- (1) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident
 - (2) defending the legal rights of an Insured Person or their family members other than defending a counter claim
 - (3) a motor vehicle whilst being driven by an Insured Person or a family member

4A Tax Protection

We will represent You and negotiate on Your behalf in any appeal proceedings in respect of a Full Enquiry and/or Aspect Enquiry and/or Intervention Enquiry carried out by H M Revenue and Customs.

The maximum amount We will pay for Aspect Enquiries and/or Intervention Enquiries in respect of any one claim is £5,000

4B Employers' Compliance

We will represent You in any appeal proceedings in respect of a dispute concerning Your compliance with

- (1) Pay as You Earn
- or
- (2) Social Security Regulations

following a review by HM Revenue and Customs.

4C VAT Disputes

We will represent You in any appeal proceedings following an assessment by HM Revenue and Customs in respect of value added tax due.

Condition to Contingencies 4A, 4B and 4C

If in relation to any claim You have failed to fulfil the following condition You will lose Your right to indemnity or payment for that claim

Reasonable Care

You must have taken reasonable care to ensure that all returns are complete and correct and such returns are submitted within the statutory time limits allowed.

We will not provide indemnity

- (1) in respect of any claim caused by Your failure to register for value added tax
- (2) in respect of any claim arising from any investigations or enquiries undertaken by H M Revenue and Customs Special Investigation Section or Special Compliance Office
- (3) in respect of any claim arising from any investigations or enquiry by HM Revenue and Customs into alleged dishonesty or alleged criminal offences
- (4) in respect of any claim arising from a tax avoidance scheme
- (5) for the first 10% of Costs and Expenses for Aspect Enquiries and/or Intervention Enquiries in respect of any one claim

(5) Contract Disputes

We will represent You in any Legal Proceedings for civil action relating to a contractual dispute arising from that agreement or that alleged agreement which has been entered into by You or on Your behalf for the

- (1) sale
- (2) provision
- (3) purchase
- (4) hire

of goods or services provided that

- (a) the amount in dispute exceeds £250
- (b) if the amount in dispute is payable by instalments, the instalments due and payable at the time of making the claim exceed £250

- (c) if the dispute relates to money owed to You, a claim must be made within 90 days of the money becoming due and payable.

We will not provide indemnity in respect of

- (1) any claim relating to
 - (a) the cover, claims process or settlement payable under an insurance policy other than claims for indemnity under this section
 - (b) a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement
 - (c) a loan, mortgage, pension or any other financial product
 - (d) a motor vehicle owned by, hired or leased to You other than agreements relating to the sale or motor vehicles where You are engaged in the business of selling motor vehicles
- (2) a dispute with an Insured Person or former Insured Person which arises out of or relates to a contract of employment with You
- (3) a dispute relating to computer hardware, software, systems or services which have been specifically tailored
- (4) a dispute arising from the breach or alleged breach of professional duty by an Insured Person or former Insured Person
- (5) the recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

(6) Tenancy Disputes

We will represent You in any Legal Proceedings for civil action relating to a tenancy dispute between You and Your landlord arising from premises leased or rented to You.

We will not provide indemnity in respect of any dispute arising from or relating to rent, service charges or renewal of the tenancy agreement.

(7) Statutory Licence Protection

We will represent You in appealing to the relevant statutory or regulatory authority, court, or tribunal following an event which results in the relevant licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling Your licence or statutory registration or British Standard Certificate of Registration.

We will not provide indemnity in respect of

- (1) An original application or application for renewal of a statutory licence or British Standard Certificate of Registration.
- (2) Any licence appeal relating to the ownership, driving or use of a motor vehicle

(8) Debt Recovery

We will represent You in any Legal Proceedings for civil action including the enforcement of judgement to recover money and interest due from the sale or provision of goods or services provided that

- (1) the amount in dispute exceeds £250
- (2) You have exhausted all reasonable credit control and accounting procedures
- (3) We have the right to select the method of enforcement or to forego enforcing judgement if We are not satisfied that there are, or will be, sufficient assets available to satisfy judgement
- (4) You supply the correct and current name and address of the debtor
- (5) a claim for debt recovery under this Contingency is made within 90 days of the money becoming due and payable.

We will not provide indemnity in respect of

- (1) any claim relating to
 - (a) the cover, claims process or settlement payable under an insurance policy
 - (b) a lease, licence or tenancy of land or buildings
 - (c) a loan, mortgage, pension or any other financial product
- (2) a dispute with an Insured Person or former Insured Person which arises out of, or relates to, a contract of employment with You
- (3) a dispute relating to computer hardware, software, systems or services which have been specifically tailored
- (4) the recovery of money and interest due from another party where the other party intimates that a defence exists.

Section Exceptions – Applying to all Contingencies

The following Exceptions apply to this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet.)

We will not provide indemnity in respect of any claim

- (1) if an Insured Person does not keep to the terms, exceptions and conditions of this Section. The cover will also not apply if an Insured Person can claim under another policy
- (2) if any Costs and Expenses are incurred prior to Our written acceptance of a claim
- (3) for any legal action an Insured Person takes which We have not agreed to or where the Insured Person does anything to hinder Us or the Appointed Representative
- (4) for any fines, penalties, compensation or damages which an Insured Person is ordered to pay by a court or other authority other than compensation awards covered under Contingency 1B (Compensation Awards) and Contingency 2 (Legal Defence)
- (5) relating to
 - (a) patents
 - (b) copyrights
 - (c) trademarks
 - (d) merchandise marks
 - (e) registered designs
 - (f) intellectual property
 - (g) secrecy and confidentiality agreements
- (6) relating to franchise or agency rights where You have the legal capacity to alter the legal relations of another
- (7) deliberately or intentionally caused by an Insured Person
- (8) in respect of a dispute with Us not catered for in Section Conditions 6 and 7
- (9) for a judicial review
- (10) relating to any non-contracting party's rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this policy

(11) notified under this Section when, either at the start of or during the course of the claim You

- (i) are bankrupt
- (ii) have filed a bankruptcy petition or winding-up petition
- (iii) have made an arrangement with creditors
- (iv) have entered into a deed or arrangement
- (v) are in liquidation
- (vi) are or part of or all of Your affairs or property are in the care or control of a receiver or administrator.

Section Conditions – Applying to all Contingencies

The following Conditions apply to this Section.

(Also refer to the Policy Conditions at the back of this policy booklet.)

(1) Claims – your duty

You must report an incident to Us as soon as possible and in any event no later than 180 days after the date the Insured Person knew or should have known about the incident.

(2) Claims – legal representation

- (a) On acceptance of a claim, if appropriate, We will appoint an Appointed Representative.
- (b) If it is necessary to start court proceedings or there is a conflict of interest, an Insured Person is free to nominate an Appointed Representative by sending to Us the name and address of the suitably qualified person.
- (c) If We do not agree to the Insured Person's choice of Appointed Representative under condition 2(b) above, an Insured Person may choose another suitably qualified person.
- (d) If there is still a disagreement with regard to the Appointed Representative, We will ask the president of a relevant national law society to choose a suitably qualified person to represent an Insured Person. We and the Insured Person must accept such choice.
- (e) In all other circumstances We will be free to choose an Appointed Representative.
- (f) An Appointed Representative will be appointed by Us and represent an Insured Person according to Our standard terms of appointment.

(3) Claims – Our rights and Your obligations

- (a) We will have direct access to the Appointed Representative who will, upon request, provide Us with any information or opinion on Your claim.
- (b) An insured person must co-operate fully with us and the appointed representative and must keep Us up-to-date with the progress of the claim.
- (c) At Our request an Insured Person must give the Appointed Representative any instructions that We require.
- (d) An Insured Person must notify Us immediately if anyone offers to settle a claim or makes a payment into court.
- (e) If an Insured Person does not accept the recommendation of the Appointed Representative to accept a reasonable offer or payment into court to settle a claim, We may refuse to pay further costs and expenses.
- (f) No agreement to settle on the basis of both parties paying their own costs is to be made without Our prior approval.

(4) Discontinuance of a claim

If an Insured Person

- (a) settles a claim or withdraws a claim without Our prior agreement
- (b) does not give suitable instructions to the Appointed Representative
- (c) dismisses an Appointed Representative without Our prior consent

the cover We provide will end immediately and We will be entitled to re-claim any Costs and Expenses We have incurred from the Insured Person.

(5) Recoveries

An Insured Person must take every available step to recover Costs and Expenses that We have to pay and must pay Us any Costs and Expenses that are recovered.

(6) Disputes

If any difference arises between Us and an Insured Person in respect of the acceptance, refusal, control or handling of any claim under this section, You can take the steps outlined in Our complaints procedure stated under our Promise of Service.

(7) Arbitration

You have the right to refer any difference that arises between Us and an Insured Person in respect of the acceptance, refusal, control or handling of any claim under this section to arbitration, which will be decided by counsel chosen jointly by Us and an Insured Person.

If there is a disagreement with regard to the choice of counsel, We will ask the president of a relevant national law society to choose a suitably qualified person.

The arbiter's decision shall be final and binding on both parties.

All costs for resolving the difference will be met by the party whom the decision is made against.

(8) Acts of Parliament

All references to Acts of Parliament within this Section wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be

(9) Claims Handling

Our claims handling is undertaken by D.A.S Insurance Company Limited or such other company as We notify You of from time to time

Legal Liabilities

Directors and Officers Liability

Directors and Officers Liability Section

(Also refer to the Policy Definitions at the front of this policy booklet).

Definitions applicable to this Section only.

Bodily Injury

Any injury, death, illness, disease, sickness, psychological injury, emotional distress or nervous shock.

Claim

Any

- (1) demand, whether oral or in writing, for damages or compensation or specific non-pecuniary relief
- (2) notice of intention, whether oral or in writing, to commence civil proceedings including third party proceeding, counterclaim or arbitration proceeding including Disqualification Proceedings
- (3) notice of intention, whether oral or in writing, to commence criminal proceedings including Extradition Proceedings
- (4) notice of formal administrative or formal regulatory proceedings
- (5) official notice of a Formal Investigation.

Company

The limited liability partnership or company named as the Insured in the Schedule and any Subsidiary Companies.

Computer System

Any

- (1) computer, data processing equipment, media or part thereof
- (2) electronic system of data storage and retrieval or communications system, network protocol or part thereof
- (3) electronic storage device, microchip integrated circuit, real time clock system or similar device
- (4) electronic computer software (including but not restricted to application software, operating systems, runtime environments or compilers), firmware or microcode
- (5) electronic documents utilised in the ownership, security and management of the Company's electronic communication system, world-wide web site, internet site, intranet site, extranet site, or web address.

Crisis Event

Any

- (1) allegations of fraud or corruption against an Insured Person
- (2) serious injury to an Employee or member of the public
- (3) resignation or dismissal of members of the Company's main board of directors
- (4) investigation by any official body or institution that is sanctioned to investigate the Company's affairs

where, as a consequence of negative publicity or media attention within the United Kingdom, the commercial success of the Company is at risk.

Defence Costs

The costs and expenses incurred by an Insured Person or the Company in the investigation, defence, settlement or appeal of any Claim in so far as those costs and expenses have been incurred with Our prior written consent.

This definition does not include the Company's management costs or any overtime, wages, salaries or fees of any Insured Person or any of the Company's Employees.

Director

Any natural person who was, is, or becomes during the Period of Insurance a director of the Company including a de facto or Shadow Director.

Discovery Period

The period following the expiry of the Period of Insurance during which the Company or Insured Persons may continue to notify Claims or circumstances likely to give rise to a Claim to Us.

Disqualification Proceedings

Proceedings commenced by pre-action protocol letter, summons, application or claim form against any Insured Person in their capacity as a Director or Officer of the Company, under the Company Directors' Disqualification Act 1986 or any subsequent amendment or re-enactment.

Legal Liabilities

Directors and Officers Liability

Employment Wrongful Act

Any error, misstatement, misleading statement, act, omission, neglect or breach of duty actually or allegedly committed or attempted by the Company or any Insured Person in their capacities as a Director, Officer or Member, in connection with any

- (1) wrongful, unlawful or unfair dismissal, discharge or termination of employment
- (2) breach of any written or oral employment contract
- (3) employment-related misrepresentation
- (4) violation of employment discrimination laws
- (5) wrongful failure to employ or promote
- (6) wrongful demotion
- (7) wrongful disciplinary action
- (8) wrongful deprivation of a career opportunity
- (9) failure to grant tenure
- (10) failure to adopt adequate workplace or employment policies and procedures
- (11) Retaliation against whistleblowers
- (12) negligent evaluation of personal performance
- (13) employment-related invasion of privacy
- (14) employment-related breach of data protection legislation
- (15) employment-related libel, slander, humiliation and defamation
- (16) failure to provide accurate job references.

Extradition Proceedings

Proceedings brought against the Insured Person in their capacity as a Director, Officer or Member of the Company under the Extradition Act 2003, or any subsequent amendment or re-enactment.

Formal Investigation

Enquiry or investigation commenced by official notice instituted by statutory, regulatory or professional bodies empowered under statute to investigate the business activities of the Company or an Insured Person in their capacity as a Director, Officer or Member of the Company.

Insured Person

Any natural person was, is or becomes during the Period of Insurance a Director, Officer or Member of the Company.

Legal Representation Expenses

Reasonable and necessary legal representation fees and related professional charges which an Insured Person incurs personally in their representation at a Formal Investigation.

Loss

Sums which any Insured Person is legally liable to pay in respect of any

- (1) Defence Costs
- (2) claimants costs
- (3) damages awarded by a competent court or tribunal
- (4) settlements, if concluded with Our prior written consent.

This definition does not include

- (1) civil or criminal fines or penalties imposed by law
- (2) non compensatory damages including punitive or exemplary damages (other than damages awarded for employment related defamation, libel and slander).

Member

A member of a limited liability partnership formed under the Limited Liability Partnerships Act 2000 or any amendment or re-enactment thereof.

Officer

Any

- (1) Employee of the Company whilst acting in a managerial or supervisory capacity
- (2) Employee of the Company who, whilst acting in such capacity, is joined as a party to any action against any Director, Officer or Member of the Company.

This definition does not include any external auditor, liquidator, administrator, receiver or solicitor of the Company.

Outside Entity

An entity other than the Company which is incorporated, registered or domiciled in the UK and

- (1) in which the Company holds any issued share capital
or
- (2) which is a tax-exempt non-profit organisation, a tax-exempt trade association or a registered charity
and

Legal Liabilities

Directors and Officers Liability

- (3) which has a positive net worth at the inception of this policy, unless listed by endorsement as an Outside Entity.

This definition does not include an entity

- (1) which is a financial institution or financial services company
or
(2) has any of its securities or equity traded on a primary, secondary or other market.

Outside Entity Director

Any Director, Officer or Member of the Company who was, is or becomes during the Period of Insurance, at the Company's specific written request, a Director, Officer, Member, trustee or similar position of an Outside Entity.

Property Damage

The physical damage or destruction or loss of use of any tangible property.

Transaction

The occurrence of any of the following events

- (1) the Company ceases to trade, consolidating with or merging into another entity disposing of all or substantially all of its assets
or
(2) any person or entity, whether individually or together with any other person or entity, acquiring an amount of share capital representing more than 50% of the voting rights for the election of directors of the Company, or acquiring the voting rights for such an amount of the shares
or
(3) the Company making a private placement or public offering of its debt securities or equity securities on any security exchange.

Retaliation

An Employment Wrongful Act by the Insured against an Employee relating to or alleged to be in response to whistle-blowing or on account of such employee's exercise or attempted exercise of their legally protected rights.

Retired Insured Person

Insured Persons who have ceased to act in their insured capacity prior to the expiry of the Period of Insurance for reasons other than

- (1) disqualification, on grounds relating to fitness or propriety, from holding office or from managing a company
(2) a Transaction having taken place.

Shadow Director

A shadow director, as defined in Section 251 of the Companies Act 2006.

Subsidiary Company

Any organisation in which the Company directly or indirectly

- (1) holds more than 50% of the voting rights
or
(2) holds more than 50% of the issued share capital
or
(3) has the right to appoint or remove a majority of the board of directors
or
(4) has the right to receive at least 50% of the net profits.

Wrongful Act

Any

- (1) breach of duty including fiduciary or statutory duty
(2) negligent act, error or omission
(3) defamation or libel committed in good faith
(4) breach of warranty of authority
(5) misstatement or misleading statement not made deliberately or recklessly
(6) wrongful trading under s.214 of The Insolvency Act 1986
(7) Employment Wrongful Act
committed by an Insured Person in their capacity as a Director, Officer or Member of the Company.

Legal Liabilities

Directors and Officers Liability

Cover

(1) Directors and Officers Liability

We will indemnify any Insured Person for Loss arising from a Claim as the result of a Wrongful Act, provided that

- (a) such Claim is first made and notified to Us during the Period of Insurance and
- (b) such Loss is not recoverable by the Insured Person from the Company in which case Cover 2 below will apply.

(2) Company Reimbursement

In the event that the Company is required or permitted to indemnify an Insured Person, We will pay on the Company's behalf Loss arising from a Claim as the result of a Wrongful Act, provided that

- (a) such Claim is first made and notified to Us during the Period of Insurance and
- (b) such Loss is not recoverable by the Company from any other source, including but not limited to any more specifically relevant and collectable insurance policy.

(3) Spouses, Heirs or Legal Representatives

In the event of an Insured Person's death, incapacity, insolvency or bankruptcy, We will indemnify their lawful heirs, marital spouse, civil partner (as defined in the Civil Partnership Act 2004), estate or legal representatives in respect of any legal liability which arises purely by reason of that lawful status for Loss arising from a Claim as the result of a Wrongful Act provided that

- (a) such Claim is first made and notified to Us during the Period of Insurance and
- (b) such Loss is not recoverable from the Company in which case Cover (2) Company Reimbursement will apply.

(4) Outside Directorships

We will indemnify any Insured Person for Loss arising from a Claim first made and notified to Us during the Period of Insurance, as the result of a Wrongful Act while acting in their capacity as an Outside Entity Director, provided that

- (a) such Loss is not recoverable from any other source, including but not limited to
 - (i) any Directors' and Officers' insurance maintained by the Outside Entity or
 - (ii) any indemnification available from the Outside Entity
- (b) this cover shall not extend to the Outside Entity itself or to any other Director, Officer or Employee of the Outside Entity.

(5) Claims brought by the Company or an Insured Person

In the event of any action or proceedings being brought by or on behalf of an Insured Person or the Company in respect of a Claim arising from a Wrongful Act, We will provide indemnity for Loss arising from any

- (a) shareholder derivative action
- (b) Claim brought by any Retired Insured Person of the Company
- (c) Claim brought by an Insured Person for contribution or indemnity where such Claim directly results from another Claim already indemnified by this Section
- (d) Claim brought by an administrator, liquidator or receiver appointed to deal with the insolvency of the Company.

(6) Acquisition or Creation of Another Company

We will provide indemnity where the Company establishes or acquires a new Subsidiary Company during the Period of Insurance, provided that the newly established or acquired Subsidiary Company

- (a) is registered and domiciled in the United Kingdom and
- (b) is not quoted on any stock exchange and
- (c) does not have gross consolidated assets in excess of 30% of the gross consolidated assets of the Company as declared in the Company's last audited accounts.

Unless automatic coverage applies, the Company must

- (a) give Us written notice of any such events as soon as practicable, together with such additional information as We may require and
- (b) accept any notified alteration in the terms of this Section and
- (c) pay any additional premium required by Us.

Unless otherwise agreed, We will only provide indemnity for Loss in respect of Wrongful Acts committed after the date the new or additional Subsidiary Company was established or acquired by the Company. In the event of the liquidation or sale of a Subsidiary Company during the Period of Insurance, We will continue to provide an indemnity for Loss in respect of such Subsidiary Company but only in respect of any Wrongful Act committed prior to the date of liquidation or sale.

(7) Bodily Injury / Property Damage Defence Costs

We will pay Defence Costs arising from any Claim for Bodily Injury or Property Damage as the result of a Wrongful Act provided that such Claim is first made and notified to Us during the Period of Insurance.

Our total liability under this Cover (7) Bodily Injury / Property Damage Defence Costs during any one Period of Insurance and which is part of and not in addition to the Limit of Indemnity is £250,000 or the Limit of Indemnity, whichever is the lesser.

(8) Pollution Defence Costs

We will pay Defence Costs arising from any Claim for any Pollution as the result of a Wrongful Act provided that such Claim is first made and notified to Us during the Period of Insurance.

Our total liability under this Cover (8) Pollution Defence Costs during any one Period of Insurance and which is part of and not in addition to the Limit of Indemnity is £250,000 or the Limit of Indemnity, whichever is the lesser.

(9) Discovery Period

If this Section is cancelled or expires and is not renewed by either the Company or Us at the end of the Period of Insurance, the Company has a 30 day Discovery Period commencing immediately following the date of cancellation or expiry but only in relation to Wrongful Acts committed during the Period of Insurance.

Such Claims and circumstances notified to Us during the Discovery Period are deemed to have been made during the Period of Insurance.

If the Company elects to purchase an Extended Reporting Period then the Discovery Period shall be part of and not in addition to the extended reporting period.

(10) Extended Reporting Period

- (a) Should We decline to offer any terms for the renewal of this Section or You decline to renew, You are entitled to purchase an extended reporting period on the terms set out below
 - (i) 12 months for 75% of the last annual premium payable in respect of this Section
 - (ii) 36 months for 150% of the last annual premium payable in respect of this Section.

The application to purchase any extended reporting period must be made and the premium paid to Us (such premium being non-refundable) within 30 days of the expiry of the Period of Insurance. Cover for this extended reporting period will only apply to Wrongful Acts committed prior to the expiry of the Period of Insurance

- (b) If this Section is neither renewed nor replaced with similar cover You shall be entitled to an extended reporting period of 72 months. This extended reporting period shall commence from the expiry date of the Period of Insurance and shall, for each Retired Insured Person, apply only to Wrongful Acts prior to the date on which that Retired Insured Person became a Retired Insured Person.

Legal Liabilities

Directors and Officers Liability

(c) If a Transaction takes place, the Company is not entitled to purchase an extended reporting period on the terms as set out above. However the Company will have the right within 30 days of the expiry of the Period of Insurance to request an offer from Us of an extended reporting period policy of up to 72 months. We will offer cover on such terms as We may reasonably consider appropriate. The offer of renewal terms and conditions or premiums different from those in effect prior to renewal shall not constitute Us declining to renew.

(d) A Claim made during an extended reporting period shall be deemed to have been made during the Period of Insurance immediately preceding that extended reporting period. If, any Company takes out any other insurance policy which affords cover similar to the extended reporting period described in 10 (a) and (b) above, then the extended reporting period shall come to an end or, if not yet obtained, cease to be available.

(11) Emergency Defence Costs

If Our prior written consent to incurring Defence Costs on account of a Claim cannot reasonably be obtained, We will provide retrospective approval for defence work performed during the period of 14 days immediately following the date on which the Claim was first made or instituted.

Our total liability under this cover which is part of and not in addition to the Limit of Indemnity is £10,000 in all any one Period of Insurance.

Our total liability under this Section will not exceed the Limit of Indemnity.

We shall not be liable for the Excess or any lesser amount for which a Claim or Loss may be settled.

Additional Cover

In addition to the Limit of Indemnity

(12) Legal Representation Expenses

We will pay on behalf of any Insured Person any reasonable costs and expenses incurred by them for representation at a Formal Investigation during the Period of Insurance.

Provided that

(a) such costs and expenses are incurred with Our prior written consent

and

(b) the attendance of that Insured Person is required directly in relation to the Formal Investigation

and

(c) the subject of the Formal Investigation may become a Claim under this Section and in respect of which We may be obliged to provide an indemnity under the terms of this Section.

Our total liability under this cover whether involving one or any number of Insured Persons will not exceed £25,000 in all any one Period of Insurance.

(13) Crisis Event Management

We will pay on behalf of any Insured Person any reasonable costs and expenses incurred by them for the services of a public relations consultancy due to the occurrence of a Crisis Event, provided that

(a) such costs and expenses are incurred with Our prior written consent

and

(b) the Crisis Event may become the subject of a Claim under this Section.

Our total liability under this cover whether involving one or any number of Insured Persons will not exceed £25,000 in all any one Period of Insurance.

(14) Additional Limit for Insured Persons

We will pay an additional indemnity for Loss if the Limit of Indemnity for the Period of Insurance as stated in the Schedule is exhausted, provided that

(a) further liability shall only be for Loss covered under Cover (1) Directors and Officers Liability

and

(b) We will not provide such indemnity until all other limits written specifically in excess of this Section have been exhausted by payment of matters covered under such insurance.

Our total liability under this cover whether involving one or any number of Insured Persons will not exceed £100,000 in all any one Period of Insurance.

Exceptions

The following exceptions apply to this section.

(Also refer to the Policy Exceptions at the back of this policy booklet).

We will not provide indemnity in respect of

- (1) any Claim arising from proceedings which have been issued prior to, or which are pending at, the prior and pending litigation date stated in the Schedule.
- (2) any Claim or circumstance that might give rise to a Claim
 - (a) which has been notified to and accepted under any other insurance attaching prior to the inception of this Section
 - or
 - (b) against an Insured Person who should after reasonable enquiry have been aware of prior to the inception of this Section.
- (3) any Claim arising directly or indirectly from or in consequence of
 - (a) any dishonest or fraudulent acts or omission by any Insured Person if a court judgement or other final adjudication establishes such dishonest or fraudulent act or omission
 - (b) any Insured Person having gained any personal profit, remuneration or advantage to which they were not legally entitled.
- (4) any Claim for any action or proceedings brought by or on behalf of an Insured Person or the Company other than specifically indemnified under Cover (5) Claims brought by the Company or an Insured Person.
- (5) any Claim for an action brought by or on behalf of any past or present shareholder who had or has direct or indirect ownership of or control over 25% or more of the voting shares or rights of the Company.
- (6) any Claim arising from the provision of, or failure to provide, professional services or professional advice or a breach of any contract for the provision of professional services or professional advice.
- (7) any Claim directly or indirectly arising out of any
 - (a) pension or superannuation scheme
 - (b) health and welfare plan

- (c) share option scheme or plan
- (d) other Employee benefit programme established or maintained for the benefit of the Company or the Company's Employees.
- (8) any Claim for Bodily Injury except for the Defence Costs indemnified under Cover (7) Bodily Injury / Property Damage Defence Costs) or any Claim for emotional distress in connection with an Employment Wrongful Act.
- (9) any Claim for Property Damage except for the Defence Costs indemnified under Cover (7) Bodily Injury / Property Damage Defence Costs).
- (10) any Claim for Pollution except for the Defence Costs indemnified under Cover (8) Pollution Defence Costs.
- (11) any Claim concerning
 - (a) the ownership
 - or
 - (b) the enforcement of any rights associated with ownership (other than specifically indemnified under Cover (5) Claims brought by the Company (a) shareholder derivative actions) of any part or the whole of the Company.
- (12) for libel or slander, any form of invasion of privacy, misappropriation, infringement or breach of copyright, patent, trademark, trade secret or intellectual property rights.
- (13) any Claim arising directly or indirectly from any Employment Wrongful Act if the Company is an unincorporated body.
- (14) any Claim instituted or pursued
 - (a) in the United States of America, its territories or possessions or Canada (including without limitation the enforcement of a judgement or finding of a court or tribunal of another jurisdiction or otherwise)
 - (b) in which it is contended that the laws of the United States of America, its or possessions or Canada should or do apply
 - (c) which involves the enforcement or attempted enforcement of a judgement or finding of a court or tribunal of the United States of America, its territories or possessions or Canada

Claims Conditions

If, in relation to any Claim, the Company fails to fulfil or observe the requirements imposed upon it by conditions (1), (2), or (3) the Company or any Insured Person will lose their right to indemnity or payment for that Claim.

(1) Claims Notification

If during the Period of Insurance, regardless of any Excess, the Company or any Insured Person

- (a) receive any Claim or notice of any Formal Investigation; the Company shall give written notice to Us as soon as practicable
- (b) become aware of any circumstance that might give rise to a Claim or notice of any Formal Investigation, the Company shall give written notice to Us of such circumstance as soon as practicable. Any Claim subsequently arising from any circumstance notified to Us shall be deemed to have been made during the Period of Insurance in which the notice of such circumstance was first received by Us
- (c) has a reasonable cause for suspicion of any dishonesty or fraud on the part of any Insured Persons, whether giving rise to a Claim or not, the Company shall give written notice to Us of such discovery as soon as practicable, provided always that any such written notice under any part of Claims Condition (1) Claims Notification is received by Us during the Period of Insurance or Discovery Period.

Any written notice should be sent to

The Senior Claims Manager
Aviva Corporate and Speciality Risk
Level 18
St Helens
1 Undershaft
London EC3P 3DQ
Tel. 0207 157 2569
Email : PRCLMS@aviva.co.uk

(2) Admission of Liability

In the event of a Claim or the discovery of a circumstance that might give rise to a Claim, the Company or any Insured Person must not admit liability for or settle any Claim, or incur any related costs or expenses, without Our written consent, except in relation to Section 1 circumstances where Emergency Defence Costs are utilised.

(3) Claims Control and Subrogation

In the event of a Claim or the discovery of a circumstance that might give rise to a Claim, We will be entitled at Our own expense at any time to take over and conduct in the name of the Insured Person or Company the defence or settlement of any such Claim.

We shall not settle any Claim without the consent of the Insured Persons or the Company. If however the Insured Persons or the Company shall refuse to consent to any settlement recommended by Us, then Our liability for such Claim (including Defence Costs) shall not exceed the amount for which the Claim could have been settled inclusive of Defence Costs, incurred with their consent up to the date of such refusal and then only up to the Limit of Indemnity stated in the Schedule.

If We do take over and conduct the defence or settlement of any such Claim, the Company or any Insured Person shall give Us all such information and assistance as We may reasonably require and that is in the Company's or any Insured Person's power to provide.

Without prejudice to the generality of the above, this duty to assist Us includes

- (a) providing all such information, assistance, signed statements as may be required to facilitate compliance with any civil procedure rules, practice directions and pre-action protocols as may be issued
- (b) allowing Us to present the best possible defence of a Claim within the time constraints available
- (c) ensuring ready access to all and any information that We may require in the defence of a Claim or investigation of a Loss
- (d) ensuring the payment, on demand, of the Excess in conjunction with the terms of any settlement agreed by Us.

We retain all rights of recovery available to the Company or any Insured Person in respect of any payment which may be made under this Section.

Section Conditions

The following conditions apply to this Section.

(Also refer to the Policy Conditions at the back of this policy booklet).

(1) Non-Disclosure and Non-Avoidance

Where there has been non-disclosure or misrepresentation of facts or untrue statements in the Proposal and provided that the Company or Insured Persons establish to Our satisfaction that such alleged non-disclosure or misrepresentation of facts or untrue statements were free of any fraudulent intent to deceive We will not exercise Our right to invalidate this policy.

This does not apply to any Claim arising from proceedings which have been issued prior to, or which are pending at, the prior and pending litigation date stated in the Schedule.

In the event of fraudulent misrepresentation or non-disclosure committed by an Insured Person no indemnity will be provided to that Insured Person or any Company which is required or permitted to indemnify that Insured Person. No knowledge possessed by any Insured Person shall be imputed to any other Insured Person.

(2) Change of Control – Limited Company

If during the Period of Insurance

- (a) an offer is made, and declared or made unconditional, for the whole, or a controlling interest in the issued share capital of the Company
- or
- (b) there is a change in ownership of the controlling interest of the share capital of the Company
- or
- (c) a person or persons acting in concert acquires a majority of the voting rights to appoint or remove members of the Company.

We will only provide indemnity in respect of any Wrongful Act committed prior to the date such offer was declared or made unconditional or the change of ownership became effective.

(3) Change of Control – Specific to Limited Liability Partnerships

If during the Period of Insurance

- (a) the number of Members of the Limited Liability Partnership becomes reduced to 50% or less of the number of Members of the Limited Liability Partnership at the start of the Period of Insurance
- or
- (b) the number of Members of the Limited Liability Partnership at the start of the Period of Insurance is 10 or more and, during the Period of Insurance, that number becomes increased by 100% or more

the Limited Liability Partnership must give written notice of that reduction or increase, and such information as We may require, to Us within 90 days following the time when that reduction or increase is reached. We shall have the right to amend the terms of this Cover, including charging an additional premium and including terminating cover, but only with effect from 90 days after the time when that reduction or increase occurs.

(4) Excess Waiver

We will refund the Excess if a final adjudication or a complete and final settlement exonerates all Insured Persons involved in such Claim from liability and imposes no recourse.

(5) Allocation

We will do all that is reasonably required to determine a fair and equitable allocation between any Loss which is indemnified and any other losses or costs which are not indemnified under this Section taking into account the relative legal liability of each party involved.

If We and the Company cannot agree on a fair and equitable allocation with the Company or the Insured Person, then the issue will be referred to a senior barrister (to be mutually agreed upon by the Insured Person, the Company and Us) for arbitration whose decision shall be based on the same principle as above and binding on all parties.

(6) Authorisation

The Company shall act on behalf of any Insured Person or any other persons who may be entitled to indemnity under this Section in respect of the

- (a) notification of any Claims in accordance with Claims Conditions (1), (2) and (3)
- (b) payment of premiums or the receiving of any return premiums that may become due under this Section
- (c) negotiation, agreement to and acceptance of renewal terms and endorsements applying to this Section.

(7) Severability of Exceptions

For the purposes of determining whether an exception applies, no fact pertaining to the conduct of any Insured Person shall be imputed to any other Insured Person.

(8) Limit of Indemnity

A separate aggregate Limit of Indemnity applies to this Section. We have no liability in excess of this Limit of Indemnity regardless of the number of Insured Persons or Companies or Claims made during the Period of Insurance or Discovery Period, save the circumstances stated in the Additional Cover.

(9) Interrelated Claims

All Claims or Losses arising directly or indirectly from one source or originating cause shall be treated for the purposes of the Limit of Indemnity as a single Claim or loss.

(10) Contracts (Rights of Third Parties)

A person or company who is not a party to this Section has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Section. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

(11) Liquidation

In the event of the Company's liquidation, this Section shall remain in force until the expiry date of the Period of Insurance. We will continue to provide indemnity but only in respect of any Claim as the result of a Wrongful Act prior to the date of liquidation.

The date of liquidation will be deemed to be the date on which

- (a) resolution for voluntary liquidation is passed by the Company
- or
- (b) a petition for compulsory liquidation is presented to the relevant authority.

(12) Other Insurances

If an Insured Person or the Company is, or would be but for the existence of this Section, entitled to indemnity under any other more specifically relevant and collectable insurance policy in respect of any Claim or Loss, We shall not be liable for any Loss except in respect of any amount in excess of that which would have been payable under such insurance had this policy not been effected.

Terrorism Section

Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and will keep the same meaning wherever they appear in this Section, unless an alternative definition is stated to apply.

Act of Terrorism

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of HM Government in the United Kingdom or any other government de jure or de facto.

Computer System

A computer or other equipment or component or system or item which processes stores transmits or receives Data.

Covered Loss

All losses arising under any of the Heads of Cover as a result of damage to or the destruction of Property occurring during the Period of Insurance in the Territory, the proximate cause of which is an Act of Terrorism.

Data

Data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or Computer Systems. Denial of Service Attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems.

Excess

The amount(s) specified in this Section and The Schedule which We will deduct from each and every claim at each separate location. The amount(s) to be deducted after the application of any Average condition.

Hacking

Unauthorised access to any Computer System, whether Your property or not.

Heads of Cover

Any of the following types of direct insurance cover

- (1) Buildings and completed structures
- (2) Other property
- (3) Business Interruption
- (4) Book Debts

insured under this policy.

Individual

Any person other than

- (1) a company, association, public body or partnership unless the partnership is not set up for the purpose of a business
- (2) a sole trader, trustee or body of trustees provided that the property insured is not solely occupied as a private residence of the sole trader or of either a trustee or beneficiary of the trust. If however, the property is a private dwelling house or a self-contained unit insured as part of a block of units (i.e. a block of flats), and is occupied as a private residence by any of the trustee(s) or any beneficiary of the trust, or sole trader(s), it will be considered that the property is insured in the name of the individual
- (3) a person insuring property which is the subject of a trust or of an executorship of a will unless some part of it is:
 - (a) occupied by a beneficiary or a trustee of the trust in question, or by a beneficiary or an executor of the will in question; or
 - (b) located in premises owned by any such person, and the commercially occupied proportion of the property does not exceed 20%
- (4) an individual insuring property that is of sole commercial use

- (5) an individual insuring property where the commercially occupied proportion of the property exceeds 20%.

Where two or more persons have arranged insurance on a private residence or private property in their several names, and/or the name of The Policyholder includes the name of a bank, building society or other financial institution for the purpose of noting their interest in the property insured, then such persons will be deemed to be an Individual in respect of that private residence or private property.

Nuclear Installation

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State (or any successor relevant authority) from time to time by statutory instrument, being an installation designed or adapted for

- (1) the production or use of atomic energy;
- (2) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations; or
- (3) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

Nuclear Reactor

Any plant (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

Phishing

Any access or attempted access to Data made by means of misrepresentation or deception.

Property

For the purposes of this Section only, all property whatsoever, but excluding:

- (1) any land or building which is occupied as a private residence or any part thereof which is so occupied, unless

- (a) insured under the same contract of direct insurance as the remainder of the building which is not a private residence or

- (b) not insured in the name of an Individual

- (2) any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor.

Territory

England and Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Channel Islands, the Isle of Man or Northern Ireland).

Treasury

The Lords Commissioners of HM Treasury from time to time or any successor relevant authority.

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer Systems, Data or operations, whether involving self-replication or not.

The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

Cover

We will indemnify You in respect of a Covered Loss during the Period of Insurance subject to the provisions set out below.

The maximum We will pay in any one Period of Insurance will not exceed the limit of liability or Sum Insured for each of the Heads of Cover specified in the Section of this policy.

In any action, suit or proceedings where We allege that any loss is not covered by this Section, You must prove that the loss is covered.

This Section is subject to all the Definitions, Conditions and Clauses of the Sections where the Heads of Cover are insured. If there is conflict between this Section and the rest of the policy, this Section will prevail.

Conditions

The following conditions apply to this Section.

(Also refer to the Policy Conditions at the back of this policy booklet)

- (1) We may cancel the cover provided by this Section by sending You 30 days written notice to Your last known address.

We will refund a proportionate part of any premium paid for the unexpired period provided that there has been no

- (a) claim(s) made under this Section for which We have made a payment or which are still under consideration
- (b) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to us

during the current Period of Insurance.

If in relation to any claim You have failed to fulfil any of the following conditions, We will not pay that claim.

You must

- (2) declare to Us all property and/or premises owned by You, or for which You are responsible, and, if applicable, all Business Interruption and Book Debt exposures, including all property and/or premises, Business Interruption and Book Debts of subsidiary companies
- (3) purchase Terrorism cover from a Pool Reinsurance Company Limited member company in respect of all
 - (a) such property and/or premises and
 - (b) such Business Interruption and Book Debts

unless We agree otherwise in writing.

Exceptions

The following exceptions apply to this Section.

We will not indemnify You in respect of any losses whatsoever

- (1) occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power

- (2) unless and until the Treasury issues a certificate certifying the event or events in question to have been an Act of Terrorism, or, in the event of the Treasury refusing to issue such a certificate, a tribunal formed following reference by Pool Reinsurance Company Limited or the Treasury determines the event or events in question to have been an Act of Terrorism.

- (3) directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from
 - (a) damage to or the destruction of any Computer System; or
 - (b) any alteration, modification, distortion, erasure or corruption of Data;

in each case whether Your property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack

Proviso to Exception (3)

- (1) Covered Loss otherwise falling within Exception (3) will not be treated as excluded by Exception (3) solely to the extent that such Covered Loss:
 - (a) results directly (or, solely as regards (b) (iii) below, indirectly) from
 - (i) fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system),
 - (ii) impact of aircraft or any aerial devices or articles dropped from them,
 - (iii) impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle,
 - (iv) destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System; and
 - (b) comprises:
 - (i) the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured under any of the Heads of Cover; or
 - (ii) the amount of business interruption loss suffered directly by You by way

of loss of or reduction in profits, revenue or turnover or increased cost of working and not by way of liability to any third party as a direct result of either damage to or destruction of Property insured under any of the Heads of Cover or as a direct result of denial, prevention or hindrance of access to or use of the Property insured under any of the Heads of Cover by reason of an Act of Terrorism causing damage to other Property within one mile of the Property insured under any of the Heads of Cover to which access is affected; or

(iii) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by You to avoid or diminish such loss; and

(c) is not proximately caused by an Act of Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

(2) For the purposes of this Proviso Property shall (additionally to those exclusions in the definition of Property below) exclude

(a) any money, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever, including anything referred to in the definition of "Money" as set out in this policy; and

(b) any Data.

(3) Notwithstanding the exclusion of Data from Property, to the extent that damage to or destruction of Property within the meaning of sub-paragraph (1) (b) above indirectly results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in sub-paragraph (1) (a) above results directly or indirectly from any alteration, modification, distortion erasure or corruption of Data, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such Property and otherwise falling within sub-paragraphs (1) (a) and (1) (b) above from being recoverable under this Section.

In no other circumstances, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of Data be recoverable under this Section.

Policy Conditions

Each Section of the policy contains conditions. They must be read in conjunction with the following Policy Conditions which apply to all Sections unless otherwise stated.

(1) Alteration of Risk

If

- (a) there has been any alteration to the Property Insured and/or The Premises and/or The Business after the effective date of this insurance which increases the risk of loss, destruction, damage, accident or injury

or

- (b) Your interest ceases except by will or operation of law

We will at Our option avoid the policy from the date of such alteration or when Your interest ceases, unless We accept the alteration

(2) Arbitration

If We accept liability but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator who will be appointed in accordance with statutory provisions.

(3) Cancellation

- (a) You may cancel this policy at any time after the date We have received the premium by providing 30 days notice in writing to Us
- (b) If there is a default under Your Aviva credit agreement which finances this policy, We may cancel this policy by providing notice in writing to You in accordance with the default termination provisions set out in Your Aviva credit agreement.

If Your policy is cancelled under (a) or (b) above and provided that there have been no:

- (i) claim(s) made under the policy for which We have made a payment
- (ii) claim(s) made under the policy which are still under consideration
- (iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period.

- (c) Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.

- (d) We may also cancel this policy at any time by sending not less than 30 days notice in writing to Your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that there have been no:

- (i) claim(s) made under the policy for which We have made a payment
- (ii) claim(s) made under the policy which are still under consideration
- (iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance.

(4) Claims Procedure

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) tell Us immediately of any event or occurrence which may result in a claim.
- (b) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves.
- (c) at Your expense, provide Us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury including the amount of the claim within
 - (i) 30 days
 - or
 - (ii) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons

of you becoming aware of the event or occurrence, or such further time that We may allow.

Policy Conditions

- (d) provide Us with all information and help We require in respect of the claim.
- (e) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy.
- (f) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement.
- (g) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

(5) Contribution

Applicable to Employers' Liability Section and Public and Products Liability Section

- (a) If the insurance provided by these Sections is also covered by another policy (or would be but for the existence of these Sections), We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had these Sections not been effected.

Applicable to all other Sections insured by this policy

- (b) Where any loss, destruction, damage or liability covered by the policy is also covered by another policy, (or would be but for the existence of this policy), We will only pay a rateable share of the loss.
- (c) If the other insurance is subject to a condition of Average and this policy is not, this policy will become subject to the same condition of Average.
- (d) If the Property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.

(6) Discharge of Liability

We may at any time pay

- (a) the Limit of Indemnity
- or

- (b) the Sum Insured

or

- (c) a smaller amount for which a claim can be settled

after deduction of any sum already paid.

We will not be liable for any further payment except for costs and expenses incurred prior to the payment of the claim or with our consent.

(7) Fraud

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (a) refuse to pay the claim.
- (b) recover from You any sums paid by Us to You in respect of the claim.
- (c) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the policy under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (a) refuse to pay the claim.
- (b) recover any sums paid by Us in respect of the claim (from You or such person, depending on who received the sums or who benefited from the cover provided).
- (c) by notice to You and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a person's cover under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

Policy Conditions

(8) Identification

The policy and The Schedule will be read as one contract.

(9) Non Disclosure, Misrepresentation or Misdescription

(a) Before this policy was entered into

If You have breached Your duty to make a fair presentation of the risk to Us before this policy was entered into, then:

- where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
 - We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid
 - We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement, and/or
 - We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

(b) Before a variation was agreed

If You have breached Your duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

- where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
 - We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid

- We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made, and/or
- We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

(10) Reasonable Precautions

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) maintain The Premises, machinery, plant and equipment in a satisfactory state of repair.
- (b) take all reasonable precautions to prevent
 - (i) loss or destruction of or damage to the Property Insured.
 - (ii) accident or injury to any person or loss, destruction or damage to their property.
- (c) comply with all legal requirements and safety regulations and conduct The Business in a lawful manner.
- (d) keep books with a complete record of purchases and sales.

(11) Reinstatement

When We decide, or are required to reinstate or replace any property You will, at Your expense, provide any

- (a) plans
 - (b) documents
 - (c) books
 - (d) information
- which We require.

Policy Conditions

We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.

The maximum amount We will pay in respect of any one item is the Limit of Indemnity or the Sum Insured for that item.

(12) Subrogation

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to

- (a) enforce a right or remedy
- or

- (b) obtain relief or indemnity

from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim.

(13) Index Linking

- (a) Renewal.

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted for movements in the following indices. We may select alternative measures if any of these indices are unavailable

- (i) any building and tenants improvements item

The General Building Cost index issued by the Building Cost Information Service of the Royal Institution of Chartered Surveyors

- (ii) other items

The Producer Price Index for Home Sales of Manufactured Products issued by the relevant government department.

- (b) Claims.

These adjustments will continue during the

- (i) Period of Insurance
- (ii) period of repair, replacement or reinstatement provided that such work is carried out and completed without undue delay.

(14) Long Term Undertaking

Where a Section is stated in The Schedule to be subject to Long Term Undertaking a discount of 5% under that Section is allowed in consideration of You having provided an undertaking with effect from the date stated in The Schedule to offer annually for a period of three years the insurance under the Section on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premiums annually in advance, it being understood that:

- (a) We shall be under no obligation to accept an offer made in accordance with such an undertaking
- (b) the Sums Insured may be reduced at any time to correspond with any reduction in value or reduction in The Business.

The discount does not apply to any inspection fees charged under the Engineering Section of this policy.

The above mentioned undertaking applies to any policy which may be issued by Us in substitution for this policy and the same discount shall be allowed.

(15) Subjectivity

The policy, the application form, statement of fact and/or declaration made by You, and The Schedule, should be read together and form the contract of insurance between You, (The Policyholder,) and Us (Aviva.)

- (a) We will clearly state in the Schedule if the Cover provided by the policy is subject to You:

- (i) providing Us with any additional information requested by the required date(s),
- (ii) completing any actions agreed between You and Us by the required date(s),
- (iii) allowing Us to complete any actions agreed between You and Us.

- (b) If required by Us, You must allow us access to The Premises, Your Contract Sites, and/or The Business, to carry out survey(s), within 60 days of the inception or renewal date, unless we agree otherwise in writing.

Policy Conditions

Upon completion of these requirements (or if they are not completed by the required dates), We may, at our option:

- (i) modify Your premium,
- (ii) issue a mid-term amendment to Your policy or Section terms and conditions,
- (iii) require You to make alterations to The Premises insured by the required date(s),
- (iv) exercise Our right to cancel Your policy,
- (v) leave the policy or Section terms and conditions, and Your premium, unaltered.

We will contact You with Our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by You and/or any decision by Us will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until We agree otherwise in writing. If You disagree with Our requirements and/or decisions, We will consider Your comments and where We consider appropriate, will continue to negotiate with You to resolve the matter to Your and Our satisfaction. In the event that the matter cannot be resolved:

- (i) You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover.
- (ii) We may, at Our option, exercise Our right under Policy Condition **(3) Cancellation**.

Except where stated all other policy and Section terms and conditions will continue to apply.

The above conditions do not affect Our right to void the policy if We discover information material to Our acceptance of the risk. Please refer to the **IMPORTANT** note within The Contract of Insurance page of Your policy booklet.

Policy Exceptions

Each Section of the policy contains exceptions. They must be read in conjunction with the following Policy Exceptions which apply to all Sections unless otherwise stated.

We will not provide indemnity in respect of

- (1) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event
 - (a) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
 - (b) nationalisation, confiscation, requisition, seizure or destruction by any government or any public authority
 - (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

However,

- (1) exceptions (1) (a) (b) and (c) do not apply to the following Sections, when insured by this policy
 - (a) Terrorism
 - (b) Employers' Liability
 - (c) Directors and Officers.
- (2) exception (1) (b) does not apply to the following Sections, when insured by this policy
 - (a) Public and Products Liability
- (2) death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability
 - (a) directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

(b) directly or indirectly caused by or contributed to by or arising from the use of or threatened use of any weapon

- (i) dispersing radioactive material and/or ionising radiation
- or
- (ii) using atomic or nuclear fission and/or fusion or other like reaction.

However,

- (1) exception (2) (b) above does not apply to the following Sections, when insured by this policy
 - (a) Employers' Liability,
 - (b) Public and Products Liability,
 - (2) in relation to the Employers' Liability Section, exception (2) (a) above only applies when You under a contract or agreement have undertaken to
 - (a) indemnify another party
 - (b) assume the liability of another party.
 - (3) exceptions (2) (a) and (b) do not apply to the following Sections, when insured by this policy
 - (a) Terrorism
 - (b) Directors and Officers.
 - (3) (a) Money
 - (b) securities or bonds
 - (c) jewellery or precious stones
 - (d) precious metals or bullion
 - (e) furs or curios
 - (f) rare books or works of art
 - (g) goods held in trust or on commission
 - (h) documents or manuscripts
 - (i) business books or computer systems records
 - (j) explosives
 - (k) property in transit

unless specifically mentioned.
- However, exceptions (3) (a) to (k) do not apply to the following Sections, when insured by this policy
- (1) Terrorism
 - (2) Employers' Liability

Policy Exceptions

(3) Public and Products Liability

(4) Commercial Legal Protection.

(4) any claim which arises directly or indirectly from or consists of the failure or inability of any

(a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device

(b) media or systems used in connection with anything referred to in (a) above

whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

- (i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

However

(1) We will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency arising under any of the following Sections, but only to the extent that such claim would otherwise be insured under that Section

- (a) Property Damage
- (b) Money and Assault
- (c) Breakdown
- (d) Business Interruption
- (e) Book Debts.

(2) exceptions (4) (a) and (b) do not apply to the following Sections, when insured by this policy

- (a) Terrorism.
- (b) Employers' Liability
- (c) Directors and Officers.

Definition

The following definition only applies to this exception

'Defined Contingency'

fire, lightning, explosion, aircraft and other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, or theft.

(5) any claim (other than in respect of Personal Injury as defined under the Public and Products Liability Section) arising directly or indirectly from, or in connection with, or consisting of

(a) Loss of Data.

However, We will not exclude any claim arising directly or indirectly from, or in connection with, or consisting of Loss of Data, which claim is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such claim is insured under that Section

- (i) Property Damage – All Risks
- (ii) Money and Assault
- (iii) Business Interruption.

Exception (5) (a) does not apply to the Public and Products Liability Section, when insured by this policy.

(b) any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from, or in connection with: Virus or Similar Mechanism, Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

Policy Exceptions

However, We will not exclude any claim in respect of any subsequent physical loss or destruction of or damage to property other than Computer and Electronic Equipment and Data Storage Materials, which is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such subsequent physical loss or destruction of or damage to property is insured under that Section

(i) Property Damage – All Risks

(ii) Money and Assault

(iii) Business Interruption.

Exceptions (5) (a) and (b) do not apply to the following Sections, when insured by this policy

(1) Breakdown

(2) Terrorism

(3) Employers' Liability

(4) Commercial Legal Protection

(5) Directors and Officers



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